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AGREEMENT  
CARSON CITY  
and the  
CARSON CITY EMPLOYEES ASSOCIATION  
(July 1, 2013 – June 30, 2015)

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CCEA Contract 2005-2008

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The following are incorporated into this agreement:

Schedule A Fiscal Year 13-14 Salary Schedule  
Schedule B Fiscal Year 14-15 Salary Schedule  
Attachment 1 Bargaining Unit Position Titles by Salary Grade Level  
Attachment 2 CCEA Bumping Flow Chart  
Addendum between CCEA and the First Judicial District Court and the Justice  
and Municipal Courts

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AGREEMENT

This Agreement is effective July 1, 2013 and is entered into this 21st day of November, 2013, by and between Carson City, a political subdivision of the State of Nevada, hereinafter referred to as "City", and the Carson City Employees Association, hereinafter referred to as "Association".

PREAMBLE

WHEREAS, the City and the Association provide public services essential to the health, safety and welfare of the residents of Carson City; and

WHEREAS, the parties to this agreement and the employees of the City recognize their responsibility to provide such services to the community; and

WHEREAS, it is the duty of the City to negotiate in good faith with the Association and it is the duty of the Association to negotiate in good faith with the City concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this agreement;

It is hereby agreed as follows:

ARTICLE 1 RECOGNITION

1.1 ASSOCIATION RECOGNITION

The City hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining of employees in the job classifications listed in Attachment 1 attached hereto and working more than 1,040 hours per year except for those employees that are:

- a. Unclassified, which includes all positions exempt from overtime pursuant

1 to the Fair Labor Standards Act.

2 b. Newly hired persons in a probationary status.

3 c. Represented by another Collective Bargaining Agreement.

4 d. Hourly recreational employees.

5 The City agrees not to recognize or bargain with any other organization purporting to  
6 represent the members of the bargaining unit for as long as the Association remains  
7 eligible for recognition as an employee organization.

8 1.2 EMPLOYEE DEFINITION

9 As used herein, unless the context otherwise requires, the words and terms  
10 listed below shall have the meanings ascribed to them in this section.

11 a. "Regular employee" means an employee who has been retained in a regular  
12 position after completion of the probationary period.

13 b. "Regular part-time employee" means a regular employee whose regular  
14 workweek consists of at least 21 hours but less than forty hours.

15 c. "Hourly Recreational Employee" means a person who works in the  
16 Recreation Department in a seasonal or cyclical position whose term of  
17 employment does not exceed 270 consecutive days in any fiscal or calendar  
18 year.

19 1.3 ELIGIBILITY FOR BENEFITS

20 The rights and benefits provided herein shall be accorded to all employees  
21 recognized pursuant to Article 1.1 of this agreement. Employees working less  
22 than 2080 hours per year shall receive prorated annual leave, sick leave and  
23 merit salary increase benefits according to the number of hours worked. The  
24 term of any probationary period shall be credited for the purposes of determining  
25 annual leave, sick leave, merit salary increases, promotional rights and  
26 insurance eligibility.

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1 ARTICLE 2 ASSOCIATION RIGHTS

2  
3 2.1 RIGHT TO ORGANIZE

4 Employees shall have the right to form, organize, join and administer an  
5 employee organization and to designate their representatives for purposes of  
6 collective bargaining. The City shall not restrain, coerce, discriminate against or  
7 otherwise interfere with an employee in the exercise of these rights.

8 2.2 PERTINENT INFORMATION

9 The Association may request reasonable information concerning any subject  
10 matter included in the scope of mandatory bargaining which it deems necessary  
11 for and relevant to collective bargaining, or necessary for the administration or  
12 application of this agreement. The City shall furnish the information requested  
13 without unnecessary delay.

14 2.3 ASSOCIATION BUSINESS

15 Representatives of the Association and its affiliates will be permitted to transact  
16 Association business on City property, provided that this shall not disrupt normal  
17 work. Designated representatives of the Association shall be allowed to receive  
18 telephone calls or other communiques concerning Association business at any  
19 time during working hours.

20 2.4 ASSOCIATION USE OF BUILDINGS

21 The Association may use the City's buildings for meetings if such use does not  
22 interfere with the City's operations. The department head's permission must be  
23 obtained before any meeting, but such permission may not be unreasonably  
24 withheld.

25 2.5 NOTIFICATION TO ASSOCIATION OF NEW EMPLOYEES

26 The City shall notify the Association of the name, classification and starting  
27 grade for each new employee within thirty days of the new employee's starting  
28

1 date.

2 2.6 ASSOCIATION USE OF INTER OFFICE COMMUNICATION FACILITIES

3 The Association shall have the right to post notices of activities and matters of  
4 Association concern on bulletin boards, at least one of which shall be provided in  
5 each department. The Association shall have the right to use the inter office mail  
6 for Association business.

7 2.7 ADMINISTRATIVE LEAVE

8 On July 1st of each year, the Association shall be credited with 160 hours of  
9 administrative leave to be used for Association business by employees during  
10 working hours without loss of pay. The department head's approval must be  
11 obtained before administrative leave may be used, but such approval may not be  
12 unreasonably withheld. Administrative leave is separate and distinct from  
13 release time as provided in Section 2.8.

14 2.8 RELEASE TIME FOR NEGOTIATION/GRIEVANCE COMMITTEES

15 When the City and Association agree to conduct negotiations during normal work  
16 hours, the City shall allow release time, with pay, to those employees who are  
17 members of the Association's negotiation committees. Grievance hearings shall  
18 be conducted during normal work hours with release time, with pay, for those  
19 employees who are members of the Association's grievance committee.

20 Release time is separate and distinct from, and exclusive of Association Leave in  
21 Section 2.7. The Association shall notify City Human Resources Director and  
22 City Manager in writing of a maximum of seven employees who will serve on  
23 their negotiation committee, five of whom may attend negotiation sessions as  
24 discussed above.

25 2.9 EXCLUSIVE RIGHTS OF ASSOCIATION

26 The rights and privileges of the Association and its representatives as set forth in  
27 this Agreement shall be granted only to the Association as the exclusive  
28

1 representative of the employees in the bargaining unit.

2  
3 ARTICLE 3 ASSOCIATION DUES

4  
5 3.1 DUES DEDUCTION AUTHORIZATION

6 The City agrees to deduct Association dues from the employees who authorize  
7 the deduction in writing.

8 3.2 NOTIFICATION AND TRANSMITTAL OF MONIES

9 The Association will periodically certify to the City, in writing, the current rate of  
10 membership dues and provide the City with an appropriate payroll deduction  
11 authorization from each employee prior to the effective date for instituting such  
12 deductions. Authorizations currently on file with the City will continue to be  
13 recognized by the City.

14 All such fees, together with records of any corrections and changes, shall be  
15 transmitted to the appropriate office of the Association on a monthly basis.

16 3.3 INDEMNIFICATION

17 The Association will indemnify, defend and hold the City harmless against any  
18 claims made and against any suits instituted against the City on account of any  
19 action taken or not taken by the City in good faith under the provision of this  
20 article. The Association agrees to refund to the City any amounts paid to it in  
21 error on account of the payroll deduction provisions after presentation of proper  
22 evidence thereof.

23  
24 ARTICLE 4 MANAGEMENT RIGHTS

25  
26 4.1 CITY'S RIGHT TO MANAGE

27 Except as otherwise provided herein and or as provided by NRS 288, or in any

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1 supplement hereto, the City retains all rights reserved to local government  
2 employers under the laws of Nevada. The retention of these rights does not  
3 preclude any employee from filing a grievance or seeking a review of the  
4 exercise of these rights. The City shall provide reasonable prior notice to the  
5 Association before it implements changes in personnel practices or general  
6 working conditions that will affect an entire department or division.

## 8 ARTICLE 5 NONDISCRIMINATION

### 10 5.1 NONDISCRIMINATION

11 The City will not discriminate against any employee because of race, creed,  
12 color, religion, sex, age, physical or visual handicap, national origin or because of  
13 political or personal reasons or affiliations. The City will not interfere, restrain or  
14 coerce any employee in the exercise of any right guaranteed under this  
15 agreement or under the laws of Nevada or the United States of America. The  
16 City will not discriminate in any way among its employees on account of  
17 membership in or activities on behalf of the Association. The City will not  
18 discriminate in regard to hiring, tenure or any term or condition of employment to  
19 encourage or discourage membership in any employee organization.

## 21 ARTICLE 6 EMPLOYEE RIGHTS

### 23 6.1 CIVIC, JUDICIAL AND QUASI-JUDICIAL DUTY

24 An employee called to appear for legal proceedings before any judicial or quasi-  
25 judicial or administrative tribunal, as a result of a job related incident or in the  
26 course of performance of employment obligation or for jury duty, shall be granted  
27 administrative leave and shall not lose compensation for responding or

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1 participating in such proceedings.

2 Such leave shall include appearances as a witness or as a juror for jury duty,  
3 and any witness or juror fees received shall be paid over to the City.

4 **6.2 PERSONAL LIFE**

5 The personal life of any employee is not an appropriate concern of the City  
6 unless it in fact adversely affects job performance or productivity.

7 **6.3 APPEARANCES BEFORE EMPLOYER**

8 Upon request, an employee shall be entitled to have a representative of the  
9 Association present during any appearance before the City or its agents  
10 concerning any matter which could adversely affect the employee's position,  
11 employment, salary, or any increments pertaining thereto.

12 **6.4 JUST CAUSE**

13 No employee shall be disciplined, suspended, reduced in rank or compensation,  
14 adversely evaluated, transferred for disciplinary reasons, dismissed, terminated,  
15 or otherwise deprived of any employment advantage without just cause.

16 Whenever appropriate, the City agrees to follow a policy of progressive discipline  
17 which minimally includes verbal warning, written reprimand, suspension without  
18 pay, demotion, or termination as a final and last resort.

19 **6.5 UNIFORM APPLICATION OF RULES AND REGULATIONS**

20 All rules and regulations governing employee activities and conduct shall be  
21 interpreted and applied uniformly throughout the City departments covered by  
22 this Agreement, except as otherwise provided by NRS Chapter 62 G.

23 **6.6 STATE AND FEDERAL RIGHTS**

24 Nothing contained herein shall be construed to deny employees such rights as  
25 they have under the laws of Carson City, Nevada, the United States or other  
26 applicable laws, decisions and regulations. The rights granted to employees  
27 hereunder shall be deemed to be in addition to those provided elsewhere.

1  
2  
3 ARTICLE 7 LONGEVITY

4  
5 7.1 LONGEVITY PAYMENT AND ELIGIBILITY

6 Effective July 1, 2003, a longevity benefit is available to eligible bargaining unit  
7 employees. The first longevity eligibility determination will occur at the end of the  
8 last, complete pay period that occurs before the first semi-annual longevity  
9 payment is paid out in the first payday in December, 2003. The next longevity  
10 eligibility determination will occur at the end of the last, complete pay period that  
11 occurs before the first semi-annual longevity payment is paid out in the first  
12 payday in June, 2004. This process of eligibility determination and longevity  
13 payment payout will continue semi-annually thereafter in the first payday in  
14 December and June of each fiscal year.

15 If, on the eligibility determination date, an employee has completed six years of  
16 full-time continuous, regular City service in a bargaining unit position, s/he will  
17 receive \$100 semi-annually payable on the first payday in December and the first  
18 payday in June. This payment is not an adjustment to an employee's base salary  
19 but a lump-sum payout that is subject to PERS contribution. For each additional  
20 year of full time, continuous service in a bargaining unit position after the sixth  
21 year that has been achieved by the eligibility determination date, the employee  
22 will receive an additional \$50 semi-annually payable as above. Longevity  
23 payments shall be capped at a level for completion of 25 years of service and an  
24 employee with more than 25 years of service is paid the same amount as those  
25 who have completed 25 years of service. The semi-annual and total annual  
26 payments are set forth in the table listed below.

27

Completed	Semi-Annual	Total
1-5	none	

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6	100.00	200.00
7	150.00	300.00
8	200.00	400.00
9	250.00	500.00
10	300.00	600.00
11	350.00	700.00
12	400.00	800.00
13	450.00	900.00
14	500.00	1000.00
15	550.00	1100.00
16	600.00	1200.00
17	650.00	1300.00
18	700.00	1400.00
19	750.00	1500.00
20	800.00	1600.00
21	850.00	1700.00
22	900.00	1800.00
23	950.00	1900.00
24	1000.00	2000.00
25	1050.00	2100.00

- a. Regular, full-time, part-time, or intermittent employees covered under the Agreement who have had a break in service [i.e., separation, resignation, termination, retirement, etc.], will begin a new, initial eligibility period starting with the date of their last re-employment or reinstatement as a regular employee of the City in a bargaining unit position. However, employees who have been separated as a result of an involuntary reduction in force who are re-called to a bargaining unit position within two years will not be required to begin a new eligibility period. Regular

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1 seasonal employees' furlough periods (periods of leave without pay during  
2 the "off" season) will not be considered as breaks in service, but only  
3 regularly scheduled and paid hours in City employment in a seasonal  
4 bargaining unit position will be used to determine when a regular seasonal  
5 employee has completed a year of service as described below in 7.1(C).

6 b. Periods of employment as a temporary, hourly, or time limited employee  
7 are not creditable for longevity.

8 c. An employee who has had continuous service as a regular employee in a  
9 bargaining unit position but who has worked less than full time or without  
10 pay during any part of an eligibility period may receive credit for regularly  
11 scheduled hours in a pay status. That is, periods of regular continuous  
12 seasonal, part-time or intermittent employment will be credited on a  
13 regularly scheduled, paid-hour basis. Employees who, during their regular  
14 continuous employment period with the City, have periods of regular  
15 service that is less than full-time (40 hours per week) must complete at  
16 least 1900 hours in a pay status to be credited with a full year of  
17 continuous service.

## 18 7.2 OTHER REQUIREMENTS FOR LONGEVITY PAY

19 An employee shall be eligible for a semi-annual longevity payment if, at the last  
20 annual performance evaluation on file in the employee's official personnel folder,  
21 the employee received a summary performance rating of "meets expectations" or  
22 better. Employees who lose their eligibility for semi-annual longevity payment  
23 because of a performance evaluation below "meets expectations", will not  
24 become eligible for restoration of the longevity payment until (a) they receive a  
25 "meets expectations" or better evaluation at the next regularly scheduled annual  
26 evaluation; and (b) the effective date of the "meets expectations" evaluation  
27 occurs before the next eligibility determination date. While the employee loses a

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1 year of longevity payments for a performance evaluation below "meets  
2 expectations", the time spent during that year is counted as part of the  
3 continuous service under the longevity benefit when longevity payments have  
4 been restored after the subsequent "meets expectations" evaluation is achieved  
5 by the employee.

6  
7 ARTICLE 8 EMPLOYEE WORK SHIFT AND WORKWEEK

8  
9 8.1 STANDARD WORK SHIFT

- 10 a. The City shall determine the regularly scheduled work shift based upon  
11 operational needs and demand for services.  
12 b. In the event the City decides to change a regularly scheduled work shift,  
13 the City shall provide 15 days advance notice to and discussion with the  
14 Association and affected employees.

15 8.2 STANDARD WORKWEEK

- 16 a. Regular full-time employees' regularly scheduled workweek shall be 40  
17 hours. The City shall have the right to modify its pay period for employees  
18 who are regularly assigned to a "3-12s plus an 8" work schedule, so long  
19 as the adjustment is consistent with the Fair Labor Standards Act.  
20 Specifically, the parties recognize that a "pay period" can be any  
21 continuous 168 hour period, and it may be different for bargaining unit  
22 members based on their regular work schedule, and whenever an  
23 employee works over 40 hours in such 168 hour period he/she is entitled  
24 to be paid overtime for all hours worked over 40. However, the City shall  
25 not adjust the pay period once it has been set simply to avoid the payment  
26 of overtime.  
27 b. Regular part-time employees' regularly scheduled workweek shall be not  
28

1 less than 21 hours.

- 2 c. This section does not establish nor should it be understood to establish a  
3 guaranteed work week for employees covered by this Agreement but  
4 defines the basic workweek for purposes of a subject of mandatory  
5 negotiation and overtime.

6 **8.3 REST PERIOD**

- 7 a. Employees' shall receive a 15 minute rest period for each four hours  
8 worked.  
9 b. Insofar as workload and staffing permit and subject to approval of the  
10 employee's supervisor, the City agrees to allow employees to accumulate  
11 their two allotted 15-minute rest periods daily and to allow employees to  
12 utilize said rest periods in conjunction with their allotted lunch period. It is  
13 agreed that such utilization must occur during the current shift and may  
14 not be utilized on a subsequent shift.

15  
16 **ARTICLE 9 OVERTIME**

17  
18 **9.1 COMPUTING OVERTIME**

- 19 a. "Working hours" means the time an employee is required to be on duty, or  
20 on the employer's premises, or at a prescribed work place and time during which he is  
21 permitted to work.  
22 b. Annual leave, sick leave, approved holidays and compensatory time off  
23 shall be considered hours worked for the purpose of computing overtime.  
24 c. Full-time employees who work in excess of their assigned work shift shall  
25 be paid time and one half (1.5) their regular hourly rate unadjusted for  
26 retirement for the excess hours. Such employees shall also be entitled to  
27 shift differential in accordance with the provisions of Article 14, §14.6.

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- 1 d. Employees who work in excess of 40 hours per week shall be paid time  
2 and one half (1.5) their regular hourly rate unadjusted for retirement for  
3 the excess hours. Such employees shall also be entitled to shift  
4 differential in accordance with the provisions of Article 14, §14.6

5 9.2 COMPENSATORY TIME OFF

- 6 a. In the event an employee works overtime in a particular work week, the  
7 employee may elect to take compensatory time off at the rate of time and  
8 one half (1.5) in lieu of overtime cash payment.  
9 b. In the event an employees compensatory time balance is in excess of 160  
10 hours, compensatory time off in lieu of overtime cash payment may only  
11 be made with management approval.  
12 c. Compensatory time may accumulate to a maximum of 240 hours.  
13 d. At the election of the employee, all or part of the accumulated  
14 compensatory time may be paid to the employee on the first pay day in  
15 July and on the first pay day in December of each fiscal year, up to a  
16 maximum of 120 hours in any one fiscal year.

17 9.3 EMPLOYEES WORKING ON SEVEN-DAY OPERATIONS

- 18 a. Employees working on necessary continuous seven day operations,  
19 whose occupations involve work on Saturdays, Sundays, and holidays,  
20 shall be paid overtime compensation for work on those days only for time  
21 worked in excess of their regular work shift or 40 hours per week, except  
22 as provided herein.  
23 b. If an employee works a holiday refer to Article 16.6.

24 9.4 ASSIGNMENT FOR OVERTIME WORK

25 Overtime work shall be rotated among eligible and qualified employees in the job  
26 classification involved, in the order of their seniority. Such rotation shall be on a  
27 continuous basis, that is, the employee next in line of seniority to the employee  
28

1 who was assigned to the immediately preceding period of overtime work shall be  
2 first assigned to the current overtime work.

#### 3 4 ARTICLE 10 PROBATIONARY PERIOD

##### 5 6 10.1 PROBATIONARY PERIOD

7 All new employees shall serve a probationary period up to 12 months. Such  
8 employees are not subject to this Agreement and may be laid off or discharged  
9 during this period for any reason. After such trial period, an employee shall be  
10 deemed to be a regular employee, and shall acquire seniority from their first date  
11 of hire. Probationary employees shall not be subject to the terms of this  
12 Agreement unless expressly provided herein. Probationary periods may be  
13 extended for not more than 3 months.

#### 14 15 ARTICLE 11 HOURLY EMPLOYEES

##### 16 17 11.1 EMPLOYMENT STATUS

18 It is recognized that from time to time there is need for the City to hire hourly  
19 employees. After an hourly employee has worked a total of 1,040 hours in a  
20 fiscal year, the employee shall thereafter be granted all benefits given to regular  
21 employees covered by this contract. This provision does not apply to hourly  
22 recreational employees who will continue to be hourly employees even if  
23 employed for more than 1,040 hours in a fiscal year.



## ARTICLE 12 GRIEVANCE

### 12.1 DEFINITIONS

- a. A grievance is a claim relating to the interpretation or application of this Agreement and those portions of the Carson City Personnel Regulations that are subjects of mandatory bargaining. This does not preclude informal discussion and attempt to resolve the problem prior to filing a formal grievance, even though such discussions are not part of the formal grievance procedure.
- b. A grievant is a regular employee, or a group of regular employees, or the Association filing a grievance.
- c. Days shall mean working days, Monday through Friday, and shall not include Saturday, Sunday or holidays.

### 12.2 RIGHTS TO REPRESENTATION

With the consent of the affected employee, at least one Association representative may be present for any meeting, hearing, appeal, or other proceeding between the City and the grievant relating to a grievance which has been presented under this Article.

If, in the judgment of the Association, a grievance affects a group of employees or the Association, the Association may initiate and submit such grievance, in writing, to the Human Resources Department directly, and the processing of such grievance shall commence at Step II. The Association may process such a grievance through all levels of the procedure unless the individual aggrieved person does not wish to do so.

When it is necessary for the grievant to investigate a grievance or to attend a meeting or hearing held in connection therewith, he or she will be released from normal duties, without loss of pay, in order to do so.

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1 12.3 INDIVIDUAL RIGHTS

2 Nothing contained herein shall be construed as limiting the right of any employee  
3 having a complaint to discuss the matter with the appropriate supervisors, and to  
4 have the problem adjusted without the intervention of the Association, as long as  
5 the Association has had, at the request of the employee, the opportunity to be  
6 present at these discussions; and is notified in writing as to the disposition of the  
7 matter, and such disposition is not inconsistent with the terms of this Agreement.

8 12.4 PROCEDURE

9 All grievances shall be submitted in writing. Name of the aggrieved person(s);  
10 the Department of the person(s); a short, concise statement of the grievance  
11 which identifies the section of the contract, rule, regulation, or law alleged to  
12 have been violated; the action requested and/or relief sought; and date the  
13 grievance was filed.

14 All grievances in the first instance may be submitted to the Association in order  
15 to request representation and protection for the employee.

16 Failure to respond at any supervisory level within five days will result in the award  
17 being granted to the grievant unless the total direct cost of the grievance is  
18 greater than \$250.00 or unless the delay is caused by the absence or  
19 unavailability of a person critical to the determination of the grievance. If the  
20 total annual direct cost of the grievance is greater than \$250.00, the failure to  
21 respond at any supervisory level within five days will result in the grievance being  
22 automatically moved to the next step. Direct cost shall not include the City's  
23 overhead in processing or responding to the grievance.

24 STEP I

25 Within 21 days of the occurrence, knowledge or condition which is the  
26 basis of the complaint, the grievant may present the grievance, in writing, to the  
27 Department Director. The Department Director shall attempt to adjust the matter  
28

1 and respond in writing to the grievant within five days. The answer shall include  
2 the reasons upon which the decision was based.

3 STEP II

4 If the grievant is not satisfied with the disposition of the grievance at Step I, the  
5 grievant may, within five days, submit the grievance in writing to the Human  
6 Resources Department. The Human Resources Director shall, by written notice  
7 to all parties concerned within five days of receipt of the written grievance, direct  
8 that the parties proceed to non-binding mediation. Mediation must be held within  
9 21 days of the written notice provided by the Human Resources Director unless  
10 mutually agreed upon by the City and the Association. If the parties are unable  
11 to agree on a person to act as a neutral mediator, a request for a mediator shall  
12 be made to the Federal Mediation and Conciliation Services (FMCS) by either  
13 party. Any costs of mediation shall be split between the Association and the  
14 City. If the parties are unable to resolve the issue through mediation, the  
15 grievant may, within ten (10) working days of mediation, submit the grievance to  
16 arbitration for resolution as provided in Step III.

17 STEP III -- BINDING ARBITRATION

18 The grievant or the Association shall exercise the right of arbitration by giving the  
19 Human Resources Director written notice of its intention to arbitrate within 10  
20 days after the parties agree they are unable to resolve the issue through  
21 mediation at Step II. If any question arises as to arbitrability, such question will  
22 first be ruled upon by the arbitrator selected to hear the dispute.

23 Within 10 days after such written notice of submission to arbitration, the City and  
24 the Association will attempt to agree upon a mutually acceptable arbitrator, and  
25 to obtain a commitment from such arbitrator to serve. If the parties are unable to  
26 agree upon an arbitrator, or to obtain such a commitment within the 10 day  
27 period, a request for a list of arbitrators may be made by either party to the  
28

1 Federal Mediation and Conciliation Service. Within five days of receipt of the list,  
2 each party shall alternately strike names from the list, and the name remaining  
3 shall be the arbitrator. The arbitrator shall consider the grievance and render a  
4 decision which shall be final and binding upon the parties without recourse  
5 except as provided by law.

6 12.5 ARBITRATION COSTS

7 Each party shall bear its own costs of arbitration, except that the fees and  
8 charges of the arbitrator shall be shared equally by the parties. If one of the  
9 parties wants a transcript of the arbitration proceedings, the party requesting the  
10 transcript will pay the costs of the transcript. If both parties request transcripts,  
11 they shall share equally the costs.

12 12.6 JURISDICTION OF THE ARBITRATOR

13 The arbitrator shall decide all substantive and procedural issues. Upon request  
14 of either party, and in the discretion of the arbitrator, the merits of a grievance  
15 and the substantive and procedural issues arising in connection with the  
16 grievance, shall be consolidated for hearing before an arbitrator.

17 The award of the arbitrator may be entered in any court of competent jurisdiction,  
18 should either party fail to implement the award. If a motion to vacate the  
19 arbitrator's award is entered in a court of competent jurisdiction, and the initiating  
20 party does not prevail in the litigation, such party shall bear the full costs of such  
21 action including, but not limited to, the adverse party's court costs, legal fees and  
22 other related expenses incurred as a result of defending such action.

23 12.7 EXCEPTIONS TO TIME LIMITS

24 The time limits provided in this Article shall be strictly observed, unless extended  
25 by written agreement of the parties or otherwise excused for just cause.

26 Grievances involving alleged errors in salary are deemed continuing grievances,  
27 with each salary payment constituting a separate occurrence which may form the  
28

1 basis of a complaint.

2 Notwithstanding the expiration of this Agreement, any claim or grievance may be  
3 processed through this grievance procedure until resolution.

4 12.8 COOPERATION OF THE EMPLOYER AND ASSOCIATION

5 The City and the Association will cooperate with each other in the investigation of  
6 any grievance, and further, will furnish each other with such necessary and  
7 relevant information as is requested for the processing of any grievance. No  
8 grievant, grievance board member or member of a grievance committee involved  
9 in the investigation, processing, or hearing of any grievance shall suffer loss of  
10 salary or benefits. Overtime or any other special pay shall likewise not apply.

11 12.9 PERSONNEL FILES

12 All documents, communications, and records dealing with the processing of a  
13 grievance shall be filed separately from the personnel files of the participants.

14  
15 ARTICLE 13 RETIREMENT

16  
17 13.1 RETIREMENT CONTRIBUTIONS

18 Effective July 1, 2014, if PERS or the Nevada State Legislature takes any single  
19 action to increase the total contribution rate for the Regular Employee's  
20 Retirement Fund in an amount of 1.5% or less, Carson City will pay one half of  
21 the increase up to .75%, and the Employee's salary will be reduced by one half  
22 of the increase up to .75%, however, Carson City will increase the Employee's  
23 salary on the effective date of the reduction in salary in an amount equal to the  
24 reduction made to the Employee's salary.

25  
26 Effective July 1, 2014, if PERS or the Nevada State Legislature takes any single  
27 action to increase the total contribution rate for the Regular Employee's

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1 Retirement Fund in an amount that exceeds 1.5%, Carson City will pay one-half  
2 of the increase and the Employee's salary will be reduced by one-half of the  
3 increase, however, Carson City will increase the Employee's salary .75% on the  
4 effective date of the reduction. (Any amount over 1.5% will be split equally  
5 between Carson City and the employee.)  
6

## 7 ARTICLE 14 COMPENSATION

### 8 9 14.1 SALARIES

- 10 a. Effective July 1, 2013, all employees regularly occupying positions  
11 covered by the bargaining agreement will receive a 0% increase in their  
12 base salary. On July 1, 2013, all of the salary ranges covered by the  
13 agreement will be increased by 0% over the rates in effect on June 30,  
14 2013. These new rates are listed in Schedule A for FY 2013-2014.
- 15 b. Effective January 1, 2014, all employees regularly occupying positions  
16 covered by the bargaining agreement will receive a 1% increase in their  
17 base salary. On January 1, 2014, all of the salary ranges covered by the  
18 agreement will be increased by 1% over the rates in effect on July 1,  
19 2013. These new rates are listed in Schedule A for FY 2013-2014.
- 20 b. Effective July 1, 2014, all employees regularly occupying positions  
21 covered by the bargaining agreement will receive a 2.0% increase in their  
22 base salary. On July 1, 2014, all of the salary ranges covered by the  
23 agreement will be increased by 2.0% over the rates in effect on June 30,  
24 2014. These new rates are listed in Schedule B for FY 2014-2015.

### 25 14.2 MERIT INCREASE

26 Employees who received a performance evaluation of "meets expectations" or  
27 better, are eligible to receive a merit increase in pay.  
28

- 1 a. Employees who, at the end of their initial probation, is rated as  
2 "meets expectations" will receive a 2.0% pay increase, and a  
3 person who is rated "above expectations" will receive a 3.5% pay  
4 increase, and a person who is rated as "outstanding" will receive a  
5 5.0% pay increase.
- 6 b. Upon each successive anniversary date, on the recommendation of  
7 the appointing authority, annual merit increases may be granted to  
8 employees in recognition of receiving the following overall  
9 performance ratings of duties assigned to their position: a 2.0% pay  
10 increase in recognition of an overall "meets expectations" rating; a  
11 3.5% pay increase in recognition of an overall "above expectations"  
12 rating; a 5.0% pay increase in recognition of an overall  
13 "outstanding" rating.

14 14.3 MERIT INCREASES NOT GRANTED

15 If a merit increase is not granted at time of eligibility, or the employee disputes  
16 the amount of the merit increase granted, the Department Director shall inform  
17 the employee, in writing, and state the reasons upon which the decision was  
18 based, and prescribed remedy to improve employee's performance. If, within  
19 three months, the employee has corrected the deficiency, the merit salary  
20 increase will be granted and paid from that date.

21 14.4 BASIS OF EVALUATION

22 Peer evaluations shall not be considered in evaluating an employee's  
23 performance for purposes of this Article.

24 14.5 STANDBY PREMIUM PAY

25 Employees who are required to be on standby time shall be compensated as  
26 follows:

- 27 a. Employees shall receive 10 percent of their regular hourly rate for  
28

each hour, or fraction thereof, spent on standby time.

b. Employees shall be paid at the rate of one and one half (1.5) times their regular hourly rate for each hour, or fraction thereof, of actual work.

c. Employees who are on standby time on any holiday listed in Section 16.1 shall receive ten percent of their regular hourly rate for a period of not less than 24 hours. If the employee is called back to work, the 10% would be paid only on the hours actually spent on standby.

#### 14.6 SHIFT DIFFERENTIAL

An employee whose regularly scheduled shift requires working swing shift or graveyard shift which must consist of at least 4 hours between the hours of 6:00 p.m. and 6:00 a.m. shall receive, in addition to the compensation provided in the salary schedule in effect, shift differential pay in the amount of \$1.50 per hour for each hour worked during the entire shift.

#### 14.7 CALLBACK PAY

##### a. CALL-BACK PAY

1. Employees with an effective date of membership into the Nevada Public Employee's Retirement System on or before June 30, 2008.

a. Call-back pay is defined as compensation earned for returning to duty after a member has completed his regular shift, is off duty for any period of time, and is requested to return to duty with less than 12 hours' notice.

b. Scheduling the 12-hour rule set forth in subsection (a) will be activated by the electronic call-out required for the shift scheduling from the City. Any electronic response system must comply with the 12-hour rule and not allow the



1 employee call-in response to govern notification for  
2 purposes of the 12-hour rule.

3 c. The City may not convert what would otherwise be an  
4 overtime shift to a call-back shift by waiting until there is less  
5 than 12 hours' notice to request a return to duty, if the City  
6 has knowledge more than 12-hours before the start of the  
7 shift to be staffed, either through notification or through  
8 normal staffing policies, of the staffing need.

9 2. Employees with an effective date of membership into the Nevada  
10 Public Employee's Retirement System on or after July 1, 2008.

11 a. Call-back is defined as compensation earned for  
12 returning to duty after a member has completed his regular  
13 shift and is requested to return to duty with less than 12  
14 hours' notice to respond to an emergency, except for any  
15 member who is (1) called into work while on standby status,  
16 (2) not required to leave the premises where he is residing  
17 or located at the time of notification in order to respond, or  
18 (3) called back to work if the work begins 1 hour or less  
19 before or after his scheduled work shift.

20 b. "Emergency" means a sudden, unexpected occurrence  
21 that involves clear and imminent danger and requires  
22 immediate action to prevent or mitigate the endangerment of  
23 lives, health, or property. Such an emergency must be  
24 declared by the governing body.

25 c. Scheduling the 12-hour rule set forth in subsection (a)  
26 will be activated by the electronic call-out required for the  
27 shift scheduling from the City. Any electronic response

1 system must comply with the 12-hour rule and not allow the  
2 employee call-in response to govern notification for  
3 purposes of the 12-hour rule.

4 d. The City may not convert what would otherwise be an  
5 overtime shift to a call-back shift by waiting until there is less  
6 than 12 hours' notice to request a return to duty, if the  
7 employer has knowledge more than 12-hours before the  
8 start of the shift to be staffed, either through notification or  
9 through normal staffing policies, of the staffing need.

10 3. Employees with an effective date of membership into the Nevada  
11 Public Employee's Retirement System on or after January 1, 2010

12 a. Returning to duty within 12 hours after one's regular  
13 working hours to respond to an emergency.

14 b. "Emergency" means a sudden, unexpected occurrence  
15 that is declared by the governing body to involve clear and  
16 imminent danger and require immediate action to prevent  
17 and mitigate the endangerment of lives, health or property.

18  
19 b. An employee who is called back to work before or after his regular work  
20 schedule shall receive a minimum of two hours pay at the rate of one and  
21 one half (1.5) times the current contract salary. An employee who has  
22 returned home and is out of service after a call-back shall receive a  
23 minimum of two hours pay at the rate of one and one half (1.5) times the  
24 current contract salary for each successive call-back up to a maximum of  
25 eight call-backs in a 16-hour period or 12 call-backs in a 24-hour period.  
26 An employee who receives a successive call-back prior to returning home  
27 and going out of service shall not receive call-back pay for the successive

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1 call-back, but shall receive pay at time and one half for all hours worked.

2 c. When an employee is called at home and the employee performs the  
3 required tasks at home or by telephone, such employee shall receive call-  
4 back pay for a minimum of one half hour or actual hours worked,  
5 whichever is greater, at the rate of one and one half (1.5) times the  
6 current contract salary.

7 d. Any employee who is eligible to receive call-back pay may elect to convert  
8 his call-back pay to compensatory time at the rate of 1.5 hours for each  
9 hour of call-back pay status.

10 14.8 COURT TIME

11 An employee who appears to testify pursuant to a subpoena in any criminal/civil  
12 court or administrative proceeding that is required as a result of the employee's  
13 job shall receive his/her regular salary during the period of court or administrative  
14 proceeding or pretrial conference. If said court or administrative proceeding is  
15 during the employee's regular time off, and in the event that the employee's  
16 schedule cannot be changed to accommodate court schedules, he/she shall be  
17 entitled to a minimum of three (3) hours overtime pursuant to Article 9 if said  
18 employee has already worked in excess of forty hours a week during the time  
19 scheduled for said court testimony. The employee must first obtain his/her  
20 supervisor's written approval in order to be eligible for overtime for any pretrial  
21 conference. Employees subpoenaed to testify shall tender any witness fees  
22 received to the City. Employees who testify pursuant to a subpoena during the  
23 employee's regular time off shall not be entitled to call back pursuant to Article  
24 14.7. If the subpoena is canceled or the order to testify rescinded prior to the off  
25 duty employee's departure for his/her court appearance, there shall be no  
26 entitlement to overtime pursuant to this Article. Any alternative work schedule  
27 provided in order to accommodate the employee's attendance at any court or

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1 administrative proceeding or pretrial conference is not subject to the provisions  
2 of Article 8.1.

3  
4 ARTICLE 15 RESPONSIBILITY PAY

5  
6 15.1 RESPONSIBILITY PAY

7 An employee who is assigned additional responsibilities, whether in the same or  
8 a higher classification, for at least one full shift shall be entitled to temporary duty  
9 pay in the amount of 5% of the employee's current rate of pay in addition to the  
10 regular rate of pay. Such temporary duty pay shall terminate when the  
11 assignment is completed or revoked.

12 For purposes of this section, "assigned" shall be interpreted to mean an  
13 employee has been ordered, directed, required, or requested by a supervisor to  
14 perform additional responsibilities. It is agreed that an employee must perform  
15 all assigned additional responsibilities to be eligible for responsibility pay.

16 15.2 PAY FOR REQUIRED SPANISH

17 An employee who is expected by the City to fluently speak, read or write in  
18 Spanish in the performance of his or her job at least 3 times per week shall  
19 receive 2.5% of the employee's base salary for time in such an assignment. The  
20 employee's department head has the final authority to determine whether the  
21 use of Spanish is expected. The City may require testing to determine whether  
22 the employee is fluent in Spanish so as to be eligible for this benefit.

23 15.3 PAY FOR TRAINING ASSIGNMENT

24 An employee who is assigned as a trainer in any department by the Department  
25 Director, and who, as a part of the assignment is required to provide a written  
26 report on or evaluation of the progress of employees, shall receive an additional  
27 5% of the employee's base salary for the duration of the assignment. An

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1 assignment as a trainer is not a promotion. Assignment and rescinding of the  
2 assignment as a trainer is solely at the discretion of the Department Director and  
3 is not subject to appeal through the grievance process.

## 4 5 ARTICLE 16 HOLIDAYS

### 6 7 16.1 LEGAL HOLIDAYS

8  
9 The following days shall be observed as legal holidays:

10 New Years Day (January 1)  
11 Martin Luther King's Birthday (third Monday in January)  
12 President's Day (third Monday in February)  
13 Memorial Day (last Monday in May)  
14 Independence Day (July 4th)  
15 Labor Day (first Monday in September)  
16 Nevada Day (last Friday in October)  
17 Veterans Day (November 11)  
18 Thanksgiving Day (fourth Thursday in November)  
19 Family Day (day after Thanksgiving Day)  
20 Christmas (December 25)

### 21 16.2 OTHER HOLIDAYS DEFINED

22 Any other legal holiday that may be appointed by the President of the United  
23 States, the Governor of Nevada or the Board of Supervisors.

### 24 16.3 HOLIDAY FALLING WITHIN VACATION PERIOD

25 If a legal holiday falls within an employee's approved vacation period, that day  
26 shall not be charged to annual leave.

### 27 16.4 HOLIDAY OBSERVANCE

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- 1 a. When a designated holiday falls on a Saturday, the Friday before will be  
2 observed as the holiday, and when a designated holiday falls on a  
3 Sunday, the Monday after will be observed as the holiday.
- 4 b. Employees who work a four day workweek shall be granted a day off  
5 within the pay period if the holiday does not fall on their regular workday.
- 6 c. For non-standard workweek employees who normally work Saturday  
7 and/or Sunday, if the designated holiday falls on a Saturday or Sunday,  
8 such day shall be granted as a holiday for purposes of Article 16.6 (Pay  
9 for Work on Holiday). The non-standard workweek employee shall not  
10 earn additional holiday time for the Friday or Monday that is observed as  
11 the holiday for standard workweek employees.

12 16.5 COMPUTING HOLIDAY PAY

13 Holiday pay will be based upon the employee's regular hourly wage for the  
14 number of hours in his regular workday.

15 Such computation will be exclusive of shift differential and overtime pay.

16 16.6 PAY FOR WORK ON HOLIDAY

- 17 a. An employee who is required to work on a holiday which falls on the  
18 employee's regular day off shall receive two and one half (2.5) times the  
19 regular rate of pay for hours worked.
- 20 An employee who is required to work on a holiday which falls on the  
21 employee's regular work day shall receive two (2) times the regular rate of  
22 pay for hours worked.
- 23 b. In lieu of receiving compensation as specified above and subject to  
24 Employer's approval, the employee may elect to receive the regular rate  
25 of pay for the hours worked on the holiday and accrue earn compensatory  
26 time off at straight time for the hours worked on the holiday. Such  
27 compensatory time balance may not accrue in excess of seven (7) work

1 shifts.

- 2 c. The parties recognize contributions to the Public Employees' Retirement  
3 System (PERS), must be made in accordance with the definition of  
4 "Compensation" contained in NRS 286.025(1). "Holiday Pay" is defined in  
5 the Nevada Administrative Code as: "Compensation for work actually  
6 performed during an official holiday as defined by NRS 236.015 which is  
7 in addition to the compensation paid to all employees who do not work,  
8 providing the total working hours do not exceed the working hours of a  
9 normal workweek or pay period as certified by the public employer."  
10 (PERS policy 1.28.) Therefore, the parties agree the City shall be  
11 required to comply with said statute and regulation and policy, and to  
12 make contributions to PERS only when an employee actually works on a  
13 holiday as stated in Section 16.1 of this Article.

14  
15  
16 ARTICLE 17 ANNUAL LEAVE

17  
18 17.1 COMPUTATION OF VACATION DAYS

- 19 a. All regular full-time employees shall earn annual leave for each calendar  
20 month or major fraction thereof in accordance with the following schedule:
- |  |            |
|--|------------|
| 21 Less than 1 year:                       | 9.3 hours  |
| 22 After 1 year but less than 2 years:     | 11.3 hours |
| 23 After 2 years but less than 5 years:    | 13.3 hours |
| 24 After 5 years of continuous employment: | 17.3 hours |
- 25 b. Effective July 1, 2014, all regular full-time employees shall earn annual leave  
26 for each calendar month or fraction thereof in accordance with the  
27 following schedule:

Less than 1 year:	6 hours
After 1 year but less than 2 years:	8 hours
After 2 years but less than 5 years:	10 hours
After 5 years of continuous employment:	14 hours

## 17.2 LIMITATION

A maximum of 280 unused vacation hours will be allowed to accumulate from year to year. Earned annual leave in excess of 280 hours must be taken prior to January 1 of each year, or such excess may be forfeited. An employee who has earned annual leave in excess of the maximum specified above and who, through no fault of his/her own, is unable to use such excess annual leave prior to January 1st of the year following the year in which such leave is accumulated, shall be compensated for the amount of annual leave in excess of the maximum.

## 17.3 ANNUAL LEAVE UPON TERMINATION

Upon termination, the employee will receive a lump sum payment for all accumulated unused annual leave, up to the maximum, at 100% the current contract salary unadjusted for retirement. No employee shall be paid for accumulated leave upon termination of his service unless employed six months or more.

## 17.4 EMPLOYEES BECOMING ILL WHILE ON VACATION

An employee who submits satisfactory evidence that, during his vacation period, he was hospitalized for a disability, or that he was disabled for at least 2 consecutive days without hospitalization, shall, at his request, be granted sick leave for the period of his disability to the extent that he is entitled to such leave under the provisions of Section 18.1 of this Agreement, and the portion of his lost vacation time for which sick leave is granted shall be credited to him.

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1                    ARTICLE 18 SICK LEAVE AND OTHER LEAVES OF ABSENCE

2  
3                    18.1 PAID SICK LEAVE

- 4                    a.     Starting from the date of hire, full-time employees hired shall earn 1-1/4  
5                    days of sick leave each month, to a maximum of 15 days per year, at full  
6                    salary, for personal illness or disability, personal medical appointments,  
7                    quarantine or communicable disease, maternity, paternity, adoption, or  
8                    illness, disability or communicable disease in the immediate family.
- 9                    b.     Unused days of sick leave each year will be allowed to accumulate  
10                   without limit for use purposes.
- 11                   c.     Sick leave may be used for absences necessitated by pregnancy,  
12                   miscarriage, childbirth and recovery therefrom and shall include leave for  
13                   purposes of adoption as may be required by State and Federal law or  
14                   regulations.
- 15                   d.     When absence is due to the employee's personal illness, the employee  
16                   does not have to inform the City of the nature of such illness. The City  
17                   may require a physician's statement as to the authenticity of the reasons  
18                   for use of sick leave if such sick leave is for more than three consecutive  
19                   days. Where the City has reasonable cause to believe sick leave is being  
20                   abused, it may require the employee to submit a physician's statement  
21                   and, in such event, the appropriate City representative shall state, in  
22                   writing, the reason for suspecting abuse of sick leave.
- 23                   e.     For purposes of sick leave, immediate family shall include spouse,  
24                   significant other, parent, brother, sister, child, stepchild residing with  
25                   employee, grandparent or grandchild or corresponding relation by affinity.  
26                   Family sick leave shall be limited to eighty (80) hours per fiscal year  
27                   unless excess amount is approved by the employee's Department

1 Director, or the Department Director's designee. Prior to any family sick  
2 leave being approved, the employee shall contact the employee's  
3 Department Director, or the Department Director's designee, orally or in  
4 writing within one day of employee returning to work stating the reason for  
5 using family sick leave. For purposes of this section "in writing" shall  
6 include the use of the standard Carson City leave slip.

7 f. Regular full-time employees hired after July 1, 1989 shall earn sick leave  
8 at the rate of 6 hours per month for the first year.

9 g. After 1 year of continuous employment, regular full-time employees hired  
10 after July 1, 1989 shall earn sick leave at the rate of 10 hours per month.

11 h. For regular full-time employees hired after July 1, 1989 sick leave shall  
12 earn up to a maximum of 120 hours per year, at full salary, and shall be  
13 used for personal illness or disability, personal medical appointments,  
14 quarantine or communicable disease, maternity, paternity, adoption, or  
15 illness, disability or communicable disease in the immediate family.

16 i. Paragraphs (b) through (f) of this section shall apply to all regular full-time  
17 employees whether hired prior to or after July 1, 1989.

#### 18 18.2 COMPENSATION FOR UNUSED SICK LEAVE

19 a. Effective July 1, 2013 to December 31, 2013, upon death, retirement or  
20 termination after 10 years of satisfactory service, employees or beneficiaries  
21 shall receive compensation for a maximum of 720 hours of earned unused sick  
22 leave on the basis of one hour for every three hours (33 1/3%) at the employee's  
23 regular hourly rate of pay unadjusted for retirement. As an alternative to cash  
24 payoff described above, upon retirement after 10 years of satisfactory service,  
25 employees may elect in writing to utilize a maximum of 720 hours of earned  
26 unused sick leave on the basis of one hour for every three hours (33 1/3%) at  
27 the employee's regular hourly rate of pay unadjusted for retirement to pay for the

1 employee's premium for post-retirement group health insurance. If used for post-  
2 retirement medical insurance, the sick leave will be given a present value on the  
3 effective date of the Nevada PERS retirement based on one third (1/3) of earned  
4 sick leave up to a maximum of 720 hours (ie. 240 hours) and will be accounted  
5 for by the City in a non-cash, non-interest bearing account in the employee's  
6 name to pay for the employee's premium for post-retirement medical insurance  
7 from the City approved group insurance plan at the then-existing premium in  
8 effect at the time of the monthly premium payment. The employee's account will  
9 be automatically debited monthly and will automatically expire when exhausted  
10 or when the retiree dies or becomes covered by another group or private health  
11 insurance policy or Medicare. The employee/retiree is liable for any premium  
12 payments once his/her account is exhausted. The employee will be notified by  
13 the City at least one month before the account will be exhausted. The  
14 employee/retiree remains solely liable for any premiums for qualified dependents  
15 if allowed by the terms of the City group health insurance policy. If the employee  
16 elects cash payment, he/she waives post-retirement conversion of sick leave to  
17 pay for post-retirement health insurance. If the employee elects post-retirement  
18 conversion of sick leave, he/she waives any cash payoff for earned sick leave.

19 b. Effective January 1, 2014, Employees, upon death or retirement having a  
20 minimum of 400 hours of earned sick leave and the below listed years of  
21 Carson City service shall be compensated for all hours up to 1080 at the  
22 following rates:

23	24	Service Years	Maximum %
25		10-14	33 1/3%
26		15-19	50%
27		20-24	75%

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25 plus 100%

18.3 WORKER'S COMPENSATION LEAVE

Absence due to injury incurred in the course of employment and deemed to be compensable, will not be charged against an employee's sick leave for a period not to exceed sixty (60) calendar days from the date of injury. During this time, the City will provide full salary to the employee upon the condition that the employee shall endorse and deliver to the City any Worker's Compensation received pursuant to NRS Chapters 616 and 617.

- a. Upon the expiration of sixty (60) calendar days, if the employee is still unable to work, earned compensatory time shall be used to supplement Workers' Compensation benefits in order to receive fully salary. Such earned compensatory time shall be charged only to the extent not reimbursed by Workers' Compensation.
- b. When earned compensatory time has been exhausted, if the employee is still unable to work, earned sick leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such earned sick leave shall be charged only to the extent not reimbursed by Workers' Compensation.
- c. When earned sick leave has been exhausted, if the employee is still unable to work, earned annual leave shall be used to supplement Workers' Compensation benefits in order to receive full salary. Such earned annual leave shall be charged only to the extent not reimbursed by Workers' Compensation.
- d. When earned annual leave has been exhausted, the employee shall receive no additional compensation from the City, and shall receive Workers' Compensation benefits in accordance with its regulations.
- e. An employee who is permanently disabled shall be entitled to use any

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1 earned compensatory time, sick leave and annual leave prior to leaving  
2 City employment.

- 3 f. Employee benefits, sick leave and annual leave shall continue to accrue  
4 so long as the employee is eligible for full salary and continues to receive  
5 worker's compensation and has not been returned to work.
- 6 g. If an employee is injured on the job and as a result can no longer perform  
7 the essential functions of said job, the City, upon receiving a release from  
8 the employee's physician, shall attempt to place the employee in a  
9 temporary light duty position. If the employee is provided a temporary light  
10 duty position, he shall continue to receive his regular salary and benefits  
11 provided under this Agreement. Such light duty may be temporary and  
12 need not be in an authorized position. An employee who is released by  
13 his or her physician to return to the job held at the time of the injury, must  
14 return to work at that position. If the employee's physician determines that  
15 the employee will be permanently unable to return to his or her original  
16 position, the City will make good faith efforts to place the employee in a  
17 different, authorized and available position for which the employee is  
18 qualified and which the employee is physically able to perform. If such a  
19 position is not available, the City may terminate the employee as provided  
20 by the laws and administrative regulations of the State of Nevada or this  
21 Agreement, and shall give said employee the right to be rehired when an  
22 appropriate position may become available.

23 18.4 ACCOUNTING OF EARNED SICK LEAVE

24 Employees shall be given a written accounting of accumulated sick leave on  
25 employee pay checks.  
26  
27

18.5 WELL DAYS

Any regular full-time Employees using 16 hours or less (20 hours or less for scheduled 10 hour employees) of any combination of family sick and sick leave in a calendar year will receive 16 hours (20 hours for scheduled 10 hour employees) of personal leave off with pay. Time off must be taken within one year of earning with scheduling of time off agreed to by both the employee and the employee's department head and designated superior. If not used within one year of earning, the personal leave shall be forfeited and not paid. This benefit will be prorated for regular part-time employees.

18.6 CATASTROPHIC LEAVE

1. An employee is eligible for catastrophic leave if the employee is unable to perform the duties of his/her position because of a serious non-industrial/non work-related illness or accident which is life threatening or which will require a lengthy convalescence.

"Lengthy Convalescence" means a period of disability which an attending physician determines will exceed 10 weeks.

"Life Threatening" means a condition which is diagnosed by physician as creating a substantial risk of death.

2. Establishing the catastrophic leave account.

- a. The City Manager may establish an account for catastrophic leave for all City employees.
- b. An employee may request, in writing that a specified number of hours of his/her earned sick leave be transferred from his/her account to the catastrophic leave account.
- c. An employee may not transfer to the catastrophic leave account any hours of sick leave, if the balance in his/her account after the transfer is less than 240 hours. Sick Leave will be transferred at the rate of one hour for one hour credit donated.

- 1 d. The maximum number of hours which may be transferred by an  
2 employee in any one calendar year is 100. The minimum number  
3 of hours which may be transferred in any calendar year is 24 hours.  
4 Leave will be placed in a pool, however, the employee may transfer  
5 hours to the catastrophic leave account for use by a particular City  
6 employee who is eligible to receive the donation.
- 7 e. Any hours of sick leave which are transferred from any employee's  
8 account to the catastrophic leave account may not be returned or  
9 restored to that employee. This subsection does not prevent the  
10 employee from receiving leave pursuant to section 4 of this Article.

11 3. Request for catastrophic leave.

- 12 a. An employee who is himself affected by a catastrophe as defined  
13 in Section 1, may request, in writing, that a specified number of  
14 hours of leave be transferred from the catastrophic leave account  
15 to his/her account. The maximum number of hours that may be  
16 transferred to an employee pursuant to this section is 320 per  
17 catastrophe. Catastrophic leave may not be used when the subject  
18 of the catastrophe is a member of the employee's immediate  
19 family. Catastrophic leave is limited to catastrophes which befall  
20 the employee.
- 21 b. The request must include:  
22 (1) The employee's name, title and classification; and  
23 (2) A description of the catastrophe and the expected duration  
24 of that catastrophe.
- 25 c. An employee may not receive any leave from the catastrophic  
26 leave until he/she has used all his/her earned annual, sick and  
27 other paid leave.

- 1 d. An employee who receives leave from the account for catastrophic  
2 leave is entitled to payment for that leave at a rate no greater than  
3 his/her own rate of pay.
- 4 4. Approval of transferring the catastrophic leave.
- 5 a. The City Manager or his designee, may approve the transfer of a  
6 specified number of hours of leave from the catastrophic leave  
7 account to the account of an employee who is eligible to receive  
8 such leave.
- 9 b. The decision of the City Manager or his designee concerning the  
10 approval of leave pursuant to subsection 1 is subject to the  
11 grievance procedure to determine whether the denial was arbitrary,  
12 capricious or discriminatory.
- 13 5. Review of status of catastrophe; termination of leave; disposition of hours  
14 not used.
- 15 a. The City Manager or his designee shall review the status of the  
16 catastrophe of the employee and determine when the catastrophe  
17 no longer exists. This determination is final and not subject to the  
18 grievance procedure, judicial review or review by the Board of  
19 Supervisors.
- 20 b. The City Manager or his designee shall not grant any hours of  
21 leave from the catastrophic leave account after:
- 22 (1) The catastrophe ceases to exist; or  
23 (2) The employee who is receiving the leave resigns or his/her  
24 employment with the City is terminated.
- 25 c. Any leave which is received from the catastrophic leave account  
26 which was not used at the time the catastrophe ceases to exist or  
27 upon the resignation or termination of the employment of the



employee must be returned to the catastrophic leave account.

6. Maintenance of records on catastrophic leave.

- a. Human Resources shall maintain the records and report to the City Manager any information concerning the use of a catastrophic leave account to evaluate the effectiveness, feasibility and the cost to carry out this provision.

7. Employee: Definition

- a. The term "employee" as used in this policy includes all regular City employees who are eligible to earn or accrue and use sick leave.

8. Substantiation of Catastrophic Condition

- a. The City Manager or his designee may require written substantiation of the catastrophic condition which is life threatening or which will result in a lengthy illness by a physician of his choosing. The cost of such written substantiation shall be borne by the employee.

ARTICLE 19 OTHER LEAVE

19.1 MATERNITY-PATERNITY-ADOPTION LEAVE

In addition to leave provided in Article 18, the City may provide leave of absence without pay for any employee who is required to be absent from work because of pregnancy, miscarriage, childbirth and recovery therefrom, and paternity and adoption.

The length of the maternity leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee in consultation with her physician. The City's approval is required but will not be unreasonably withheld. The parties

1 agree that this benefit will not diminish or be in excess of those  
2 employee/management rights under the Federal Family Medical Leave Act of  
3 1993.

4 19.2 BEREAVEMENT LEAVE

5 Five (5) days at full salary will be allowed an employee for each death of a  
6 member of the immediate family as referred to in Article 18 (1)(f). Such leave  
7 shall be charged to the employee's earned sick leave, but will not be computed  
8 for purposes of determining well days.

9 19.3 LEAVE FOR CIVIC DUTIES

10 Temporary leave at full salary will be provided to each employee for jury duty,  
11 court appearances or administrative proceedings arising out of the employee's  
12 employment, Selective Service examinations, military reserve training and voting.  
13 Employees subpoenaed or otherwise required to appear in court or at  
14 administrative proceedings arising out of their employment and which  
15 appearances occur outside their regularly scheduled shift shall be paid one and  
16 one half times their regular rate of pay for the time spent at such appearances.  
17 Juror or witness fees received by the employee shall be returned to the City.  
18 Leave may be granted for court appearances or administrative proceedings, not  
19 related to employment, in which the employee is a party or a witness.

20 19.4 LEAVE OF ABSENCE WITHOUT PAY

21 a. A leave of absence without pay may be granted to a regular employee for a period  
22 not to exceed 30 working days in any calendar year, upon the approval  
23 of the Department Director.

24 b. A leave of absence without pay exceeding 30 working days but not  
25 exceeding one year may be granted upon the recommendation of the Department  
26 Director and the approval of the City Manager and the Board of Supervisors.

27 c. A leave of absence under this section shall not be considered a break in

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continuous service. After 30 days however, probationary periods and anniversary dates shall be adjusted for the purpose of merit increases. Sick and annual leave will not be earned during leave without pay status. Employees may elect to continue coverage under the City's medical insurance by prepaying required premiums.

d. Upon return from a leave of absence under this section, the employee shall be entitled to the same position held immediately before commencement of such leave or to a position of comparable responsibility and remuneration in the same grade and step.

## ARTICLE 20 EQUIPMENT, TOOL AND CLOTHING ALLOWANCE

### 20.1 PROTECTIVE EQUIPMENT

City will furnish protective apparel and/or equipment required for the employee to perform the job assignment.

### 20.2 FOUL WEATHER CLOTHING ALLOWANCE

Employees who are required to work outdoors regularly in winter weather shall receive a foul weather clothing allowance in the amount of \$150.00 per year.

Foul weather clothing is defined as, insulated or water proof coats, hats, rubber boots or shoes, and gloves.

### 20.3 UNIFORM AND CLOTHING

In addition to any issued protective apparel and/or equipment, City shall, at no cost to the employee, supply the required uniform. Replacement of the uniform will be made at no cost to the employee when it is necessary because of normal wear or when damaged in the course and scope of employment. The employee is responsible for the cost of replacing a uniform when it is lost or damaged due to negligent acts of the employee. All uniforms, whether issued by the City, replaced by the City or replaced by the employee, are property of the City.

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1           20.4 TOOL ALLOWANCE

- 2           a.     City will furnish all hand tools used by the employees in their work, except  
3                 that employees who are required to furnish their own tools of a monetary  
4                 value of six hundred (\$600.00) or more, shall receive a tool allowance in  
5                 the amount of \$50.00 per month, for the use, loss, theft, and breakage,  
6                 when such tools are used in the performance of duty.
- 7           b.     Employees required to supply their own tools via the tool allowance and  
8                 who store their tools in a locked City facility or locked City vehicle shall be  
9                 afforded replacement of such tools at the City's expense in the event of a  
10                major casualty or loss due to destruction or vandalism, unless such loss is  
11                the result of the employee's negligence.
- 12          c.     All tools furnished by City shall remain its property, but will be charged to  
13                 the employees who shall be responsible for the security of the tools  
14                 assigned to them.

15       20.5 REPAIR OR REPLACEMENT OF PERSONAL PROPERTY

16           Upon approval of the Department Director, the employer shall reimburse an  
17           employee for the costs of repairing or replacing watches or prescription  
18           eyeglasses/contact lenses which are lost, damaged, or stolen while the  
19           employee is in the performance of his or her duties, within thirty (30) days of  
20           notification to the Department Director as follows:

- 21          a.     Watches up to \$50.00
- 22          b.     Prescription eyeglasses/contact lenses up to 50% of repair or  
23                 replacement cost up to a maximum of \$300.00 with the City's maximum  
24                 share \$150.00. The first \$100.00 of the repair or replacement will be paid  
25                 by the City.

26           In order to receive benefit under this Article, the employee must report any  
27           claims to his or her supervisor prior to the end of the shift on which the

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1 incident occurred, unless such report is not possible or practical at that  
2 time.

3  
4 ARTICLE 21 TRAVEL ALLOWANCE

5  
6 21.1 TRAVEL ALLOWANCE

7 The City will follow the established City Travel Policy, but in all cases will either  
8 meet or exceed the requirements of federal guidelines. The City will provide the  
9 employee with a reasonable per diem cash advance prior to the commencement  
10 of such travel. All legitimate and reasonable business expenses that exceed the  
11 per diem cash advance, which are documented by receipt, shall be reimbursed  
12 by the City. Such per diem cash advance shall be credited to payment of the  
13 above expenses and shall not be deemed an addition thereto.

14  
15 ARTICLE 22 PERSONAL VEHICLE ALLOWANCE

16  
17 22.1 PERSONAL VEHICLE ALLOWANCE

18 Employees who are required to use their personal vehicles for City business  
19 shall receive the IRS mileage rate.

20  
21 ARTICLE 23 SPECIAL ASSIGNMENT OR CERTIFICATION

22  
23 23.1 Each employee who volunteers and is approved as a support water tender  
24 operator" shall receive an annual bonus of \$1,000.00. The bonus shall not be  
25 added to the base salary of the employee.

26 23.2 Each employee who acquires a job-related certification for his or her position,  
27 which is higher than that required of the position initially, shall receive a one-time

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1 bonus of \$1,000.00. The bonus shall not be added to the base salary of the  
2 employee.

3  
4 ARTICLE 24 INSURANCE BENEFITS

5  
6 24.1 HEALTH INSURANCE

7 a. Effective July 1, 2013 until December 31, 2013, all employees shall have  
8 the benefit of participating in the City group health, dental and optical  
9 insurance program as the same is now, or may hereafter be, in effect. In  
10 the event of participation by an employee, the City shall pay all the  
11 premium for such health, dental and optical insurance covering or  
12 attributable to the employee premium.

13 b. In the event an employee desires to also obtain coverage for himself or  
14 herself and one or more dependants, the following rates will apply  
15 throughout the duration of the Agreement:

16 Employee plus 1: \$113.98 each pay period.

17 Employee plus family: \$185.54 each pay period.

18 Effective January 1, 2014, all Employees, except those excluded from enrollment  
19 by the terms and conditions of the insurance contract, may enroll in the  
20 Employer's group health insurance plan, which includes dental, life and vision,  
21 and shall be covered after a waiting period in accordance with the plan policy.

22 Employer shall pay 100% of the Employee's premium for group health insurance  
23 coverage and 65% of the dependents' group health coverage for the cost of the  
24 least expensive plan within the selected plans provided by the City.

25 The Human Resources Director will maintain an advisory committee to provide  
26 advice to such Director on insurance issues. Two members of this Association  
27 will be invited to participate as members of the committee.

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1  
2 24.2 HEALTH INSURANCE UPON RETIREMENT

3 The Employee shall have the option of converting the health insurance coverage  
4 at the time of his separation from employment by Employer by commencing to  
5 pay 100% of the total premium. The City must pay 90% of retiree group health,  
6 dental, vision and life insurance coverage premiums plus 50% of the spouse's  
7 and eligible dependent's premium for health, dental and vision except as  
8 provided below. The City agrees to cover eligible retirees and dependents, as  
9 the term "dependents" is defined in the City's group health insurance plan in  
10 existence under the City group health insurance plan offered to active  
11 employees, as modified from time-to-time.

- 12 a. In order to be eligible for the benefits provided in this Section, the  
13 bargaining unit employee/retiree of Carson City Employees Association  
14 will have (i) a minimum of 20 years of full time employment with the City.  
15 (ii) reached at least 47 years of age; and (iii) shall have actually retired  
16 under the Nevada PERS retirement qualifications in existence on the date  
17 of the retirement. Provided that, if a bargaining unit employee retires prior  
18 to age 47 and meets the requirements of (i) and (iii) above, the bargaining  
19 unit employee/retiree will be eligible for the benefits of this subsection  
20 24.2 upon attaining the age of 47, and, prior to age 47, shall be entitled to  
21 continue as a retiree on the City group insurance plan and shall be  
22 entitled to payment for insurance for which the bargaining unit Employee  
23 would otherwise qualify had the bargaining unit Employee not been  
24 covered under the collective bargaining agreement, provided that, a  
25 bargaining unit Employee retiring before age 47 must continue coverage  
26 under the City plan in order to be qualified for the benefits in this Section  
27 24.2 upon attaining age 47.

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1 b. The City will pay premiums for:

- 2 1. The bargaining unit employee/retiree from the effective date of  
3 Nevada PERS retirement until death. After the retiree reaches the  
4 eligibility age for federal benefits under Medicare or age 65,  
5 whichever occurs first, the health insurance coverage premium paid  
6 by the City on behalf of the retiree will be reduced to either (i) 50%  
7 of the "single employee with Medicare premium", or (ii) the payment  
8 to which the retiree would otherwise be entitled under the then  
9 existing City policy or regulation providing for insurance payments  
10 for retired City employees, were the retiree eligible for insurance  
11 contribution under the policy or regulation. The retiree shall, in the  
12 retiree's sole discretion, elect between (i) and (ii), at the time of  
13 Medicare eligibility. Under both (i) and (ii) such coverage under the  
14 City's group insurance plan is secondary to Medicare coverage.  
15 Provided that, if Medicare age has been increased beyond age 65  
16 by an act of Congress, the 50% payment under (i) shall apply to the  
17 "Employee without Medicare" premium. In the event the City  
18 eliminates the policy or regulation for subsidizing payment of retiree  
19 health insurance, any retiree who elected (ii) above shall  
20 automatically revert to receiving the benefits specified in (i) above.  
21 In order to receive payment under either (i) or (ii), the retiree must  
22 comply with any requirements pertaining to Medicare, which are  
23 imposed by the City's insurance carrier, as a precondition to being  
24 eligible to qualify as a retiree covered by the insurance plan, as  
25 modified from time-to-time, or required by law.  
26 2. The spouse of the bargaining unit employee/retiree (current at time  
27 of the employee's separation from the City) until death or divorce.

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1 After the spouse reaches the eligibility age for federal benefits  
2 under Medicare, or age 65, whichever occurs first, the health  
3 insurance coverage premium paid by the City on behalf of the  
4 spouse will be reduced to 25% of the "single dependent with  
5 Medicare" premium. After reaching the eligibility age for federal  
6 benefits under Medicare, such coverage under the City's group  
7 insurance plan is secondary to Medicare coverage. In order to  
8 receive payment once the spouse has reached the eligibility age for  
9 federal benefits under Medicare, the spouse must comply with any  
10 requirements pertaining to Medicare, which are imposed by the  
11 City's insurance carrier, as a precondition to being eligible to qualify  
12 as a spouse covered by the insurance plan, as modified from time-  
13 to-time, or required by law. In the event a retiree remarries after  
14 separation from the City the spouse will not be included in the  
15 health insurance premium subsidy.

- 16 3. Dependents (current at time of the bargaining unit employee's  
17 separation from the City), as defined by the rules of the City Group  
18 Health Insurance Plan in effect at the time of separation. After the  
19 dependent reaches the eligibility age for or is otherwise eligible for  
20 federal benefits under Medicare, or age 65, whichever occurs first,  
21 the health insurance coverage premium paid by the City on behalf  
22 of the dependent will be reduced by 25% of the "single dependent  
23 with Medicare premium". After reaching the eligibility age for, or if  
24 otherwise eligible for federal benefits under Medicare, such  
25 coverage under the City's group insurance plan is secondary to  
26 Medicare coverage. In order to receive payment once the  
27 dependent has reached the eligibility age for or is otherwise eligible

1 for federal benefits under Medicare, the dependent must comply  
2 with any requirements pertaining to Medicare, which are imposed  
3 by the City's Insurance carrier, as a precondition to being eligible to  
4 qualify as a dependent covered by the insurance plan, as modified  
5 from time-to-time, or required by law.

6 c. In the event of death of the bargaining unit employee/retiree, the spouse  
7 will continue to receive the subsidy benefit until death or remarriage  
8 subject to requirements in 2(b). Dependents, as defined in 2(c), will  
9 continue to receive benefits in the event of the death of the  
10 employee/retiree, as long as they meet the definition of dependents in the  
11 City Group Health Insurance Plan in effect at the time of retirement.

12 d. In the event of a catastrophic injury or medical illness which forces a  
13 bargaining unit employee who has not reached 20 years of service and  
14 age 47 to retire from service of the City or as a Nevada PERS disability  
15 retirement, this benefit will be prorated for the employee at 5% per year of  
16 service after the employee has worked for Carson City for 10 years, up to  
17 a maximum of 90% and subject to the provisions of paragraph 2(a) above  
18 concerning the bargaining unit employee reaching the eligibility age for or  
19 being otherwise eligible for federal benefits under Medicare, or age 65,  
20 whichever occurs first. Ten years starts at 50%. The benefit under this  
21 subparagraph (e) does not apply to spouse or dependents and does not  
22 trigger any spousal or dependent benefits under this Article.

23 e. If the benefits provided to retirees, their spouse and dependents under  
24 this Section 24.2 are modified (reduced or eliminated) in the future by  
25 mutual agreement of the City and the Union including binding factfinding  
26 or interest arbitration pursuant to NRS Chapter 288, such modification  
27 shall not apply to retirees, their spouses and dependents then receiving

1 the benefits, and the retiree, their spouse or dependent shall continue to  
2 receive the benefit on the basis specified by the collectively bargained  
3 agreement in effect as the date of retirement.

- 4 f. An Employee on leave without pay may continue the group health  
5 insurance coverage for a maximum period of one year by making  
6 application to the Human Resources Department and enclosing a certified  
7 check payable to Carson City. The City agrees that any changes in  
8 Medical Insurance benefits will be made in accordance with Nevada law.

9  
10 24.3 LIFE INSURANCE

11 The City shall provide term life insurance in the amount of \$20,000 without cost  
12 to the employees.

13 24.4 AMBULANCE INSURANCE

14 The city shall enroll each eligible employee in the program of ambulance  
15 insurance on the terms offered by the Carson City Fire Department. This benefit  
16 shall exist only so long as the Fire Department offers the program. The terms  
17 and conditions under which the benefit is provided are established at the sole  
18 discretion of the Carson City Fire Department and are neither part of this  
19 Agreement nor negotiable between the parties to this Agreement.

20 24.5 CONTINUITY OF COVERAGE

21 The parties agree that any change in the benefits provided pursuant to this  
22 Article at the time of ratification of the Agreement shall be negotiated by the  
23 parties.

24  
25  
26 ARTICLE 25 RECLASSIFICATION  
27

1     25.1   ENTITLEMENT

2           Employees may request a reclassification study through their Department  
3           Director if they believe that since their job descriptions and specifications were  
4           last drafted, their duties have changed so significantly, both in number and  
5           variety, as to cause an increase in overall responsibility.

6     25.2   PROCEDURES

7           The Department Director may submit a request, or in the event the Department  
8           Director refuses to do so, the Association may submit a request to the Human  
9           Resources Department on behalf of the bargaining unit employee for a  
10          reclassification study. The Human Resources Department will proceed within 30  
11          days of receipt of such request to investigate the classification status of the  
12          position, and reasonably attempt to conclude the investigation within 90 days  
13          after receipt of the request and provide the Department Director, the employee  
14          and the Association with a written decision, which shall include the reasons for  
15          such decision.

16    25.3   EFFECTIVE DATE

17          If the position is reclassified, the effective date of the reclassification shall be  
18          retroactive to the date of request unless the affected Department cannot absorb  
19          the cost of the reclassification. In such case, the reclassification will become  
20          effective 90 days after the date request for reclassification was submitted to the  
21          Human Resources Department.

22    25.4   DISPUTE OVER CLASSIFICATION

23          In case of a dispute between the parties to this Agreement as to the application  
24          of this Article the dispute shall be determined in accordance with the grievance  
25          procedure set forth in Article 12 of this Agreement.

26                           ARTICLE 26 DISCIPLINARY ACTIONS

As a general policy, discipline shall be administered or imposed to fit the circumstances on a basis of progressive discipline. No discipline shall be imposed except for just cause.

#### 26.1 CORRECTIVE COMMUNICATION PROCESS

In a minor offense, a verbal warning may be given the employee.

#### 26.2 WARNING LETTER

A letter of warning may be given the employee, in relatively serious cases.

Copies of the letter shall be filed with the employee's service record in the employment department and one copy shall be furnished the employee.

A letter of warning shall remain with the employee's service record for a period not to exceed 18 months, at which time such letter will be removed and thereafter, no further reference will be made to it.

#### 26.3 SUSPENSION

Where the offense is a serious one, the City may, on written notice suspend the employee from work, without pay, for a period not to exceed 30 calendar days, according to the gravity of the offense and the previous record of the employee concerned. Copies of the notice shall be filed with the employee's service record in the Human Resources Department, and one copy shall be furnished the employee.

A written notice of suspension will remain in the employee's service record; however, after 18 months, the employee may request of his Department Director that the notice of his suspension be removed from his record.

#### 26.4 DEMOTION AND DISMISSAL

When other forms of discipline or corrective action have proved ineffective, or when the seriousness of the offense or conditions warrant, the Department Director may demote or dismiss for cause. Upon the effective date of a disciplinary demotion, the employee's salary shall be reduced not less than 5%,

1 but not more than the difference between the employee's current salary and the  
2 top step of the new pay grade.

3 26.5 SPECIFICITY OF CHARGES

4 All disciplinary actions, except oral reprimand, shall be given to the employee in  
5 writing, and shall state the date and nature of the offense, and the specific  
6 reason, rule, regulation, ordinance, law or policy violated.

7 The written charge shall be signed by both the Department Director and the  
8 employee. However, the employee's signature does not constitute an admission  
9 of guilt, but merely an acknowledgment of receipt of the charge.

10 26.6 DISPUTE OVER DISCIPLINE OR DISCHARGE

11 Should there be any dispute between the City and the Association and/or the  
12 employee concerning the existence of good and sufficient cause for a discharge  
13 or discipline, such dispute shall be adjusted as a grievance in accordance with  
14 the terms of this Agreement, but the same must be instituted within 21 days.

15 Disciplinary demotions, suspensions in excess of ten (10) working days, or  
16 disciplinary discharges are effective on receipt of written notice of the discipline  
17 and are not affected or stayed by the mere filing of a grievance challenging such  
18 discipline unless the discipline is ultimately reversed. Reversal of disciplinary  
19 demotions, suspensions in excess of ten (10) working days, or disciplinary  
20 discharges through the grievance procedure and judicial review will result in  
21 reinstatement and back pay to the effective date of discipline.

22 26.7 DISCIPLINE RECORDS

23 Any record of a warning letter and any record of suspension shall remain in the  
24 employee's service record for 18 months from the date of issuance. After 18  
25 months a letter of warning shall be automatically removed and no further  
26 reference to it shall be made thereafter. After 18 months the affected employee  
27 may request the Department Director that issued the suspension, (or his agent or

1 successor, if applicable), to remove the notice of suspension from the  
2 employee's service record; however, the Department Director is under no  
3 obligation to do so. In the event a notice of suspension is removed from an  
4 employee's service record, no further reference to it shall be made thereafter.  
5

## 6 ARTICLE 27 LAYOFF POLICY AND PROCEDURE

7

8 Whenever there is a layoff due to lack of work or lack of funds that affects  
9 employees in the bargaining unit, the procedures set forth in this Article shall  
10 apply.

### 11 27.1 DEFINITIONS FOR THIS ARTICLE ONLY

12 As used in this Article only, unless the context otherwise requires, the words and  
13 terms listed below shall have the meanings ascribed to them in this section.

- 14 a. "Break in service." A break in service occurs when an employee resigns,  
15 is discharged for cause or retires. However, city seniority earned prior to  
16 layoff shall be continued upon recall and re-employment. Job  
17 classification seniority may be continued provided that the employee is  
18 rehired into the same job classification. Should there be a voluntary  
19 interruption or break in service, seniority shall commence as of the date of  
20 last entrance into city service. Leaves of absence shall not be considered  
21 as breaks in service.
- 22 b. "City seniority." City seniority shall be calculated on the basis of calendar  
23 days of continuous service since the date of hire.
- 24 c. "Job classification seniority." Following the successful completion of the  
25 probationary period, an employee shall have job classification seniority  
26 calculated on the basis of calendar days of continuous service since the  
27 date of appointment to the job classification.

- 1 d. "Division." A division is defined as a clearly established first sub-unit of a  
2 department which has been determined by the Department Director.
- 3 e. "Job classification." A job classification is defined as a specific position  
4 within a job classification series.
- 5 f. "Job classification series." A job classification series is defined as the  
6 normal line of progression from trainee, entry or preparatory levels to  
7 supervisory or administrative levels within a job specialty. The minimum  
8 qualifications, test of fitness and the duties and responsibilities are similar  
9 but different in level. Job classification series also includes all positions  
10 which an employee has previously held in the City service.
- 11 g. "Regular employee." An employee who has attained regular status, but is  
12 serving a new probationary period for any reason, is grouped with regular  
13 employees for layoff purposes. If an employee has been employed in a  
14 job classification series for a period of time equivalent to the minimum  
15 required to complete a probationary period, but because of promotions  
16 within the job classification series has never completed a probationary  
17 period, the employee shall be considered a regular employee for layoff  
18 purposes.

19 **27.2 DETERMINATION OF DIVISIONS TO BE AFFECTED BY LAYOFFS**

20 The City shall determine the divisions(s) within the department that will be  
21 affected by layoff. If there are no divisions within the department, the layoff  
22 procedure applies to the entire department.

23 **27.3 DETERMINATION OF JOB CLASSIFICATIONS TO BE AFFECTED BY**  
24 **LAYOFFS**

25 The City shall determine reductions in staff levels that will have the least  
26 detrimental effect on department operations and will specify layoffs accordingly.  
27 Job classification seniority will be the determining factor when identifying which



regular employee(s) are to be laid off.

**27.4 NOTICE TO ASSOCIATION**

Whenever it is determined that a layoff of employees may occur because of lack of work or funds, the City manager shall give written notice of the layoff, including the specific reason(s) such action is necessary and the estimated length of the layoff period, to the Association at least seven (7) calendar days prior to the effective date of notification to employees.

**27.5 NOTICE TO EMPLOYEE(S)**

Effective July 1, 1989 all regular employees to be laid off shall be given written notice of such layoff at least thirty (30) calendar days prior to the effective date.

**27.6 SEQUENCE OF LAYOFF**

Within the job classification (s) selected for layoff within the department or division, the following sequence of layoff shall occur:

- a. Temporary and probationary employees within the job classification selected for layoff shall be laid off first.
- b. Thereafter, the employee(s) with the least job classification seniority in the job classification (s) selected for layoff shall be laid off next.
- c. Regular employees shall be laid off only after those layoffs within paragraph a of this provision have been exhausted.

**27.7 VACANCIES**

Whenever possible, employees will be permitted to fill available vacancies, provided the employee meets minimum qualifications and any necessary tests. If offered, the employee must submit his decision in writing within seven (7) calendar days of notification.

**27.8 BUMPING**

- a. Bumping rights shall be exercised in the following sequence of steps:

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1           STEP 1     A regular employee who has received a layoff notice may  
2           replace an employee in the same job classification, in another division  
3           within the same department, if the employee has more job classification  
4           seniority than the employee to be displaced; or accept the layoff notice.

5           STEP 2     If a regular employee who has received a layoff notice is  
6           unable to exercise bumping rights at Step 1, the employee shall only  
7           replace the employee with the least amount of seniority in the same job  
8           classification, in another department, if the employee has more job  
9           classification seniority than the employee to be displaced; or accept the  
10          layoff notice.

11          STEP 3     If the employee is unable to exercise bumping rights at Step  
12          2, the employee shall only replace the employee with the least amount of  
13          seniority in an equal or lower job classification within the same job  
14          classification series, first in the same department, second in another  
15          department, if the employee has more city seniority than the employee to  
16          be displaced; or accept the layoff notice.

17          STEP 4     If the employee is unable to exercise bumping rights at Step  
18          3, the employee shall only replace the employee with the least amount of  
19          seniority in an equal or lower job classification within another job  
20          classification series, in the same or other department, if he has more city  
21          seniority than the employee to be displaced and meets the minimum  
22          qualifications for the other position, or accept the layoff notice.

- 23          b.   An employee electing to exercise bumping rights shall assume the grade  
24               of the employee being bumped and the step closest to his, the employee  
25               exercising the bumping right, existing salary at the time of the layoff.  
26          c.   Any employee who is bumped shall have the right to exercise bumping  
27               rights in accordance with the provisions of this section. The decision to

bump must be submitted in writing within seven (7) calendar days of notification. For an explanation of the bumping rights, see Attachment 2.

- d. Whenever it is determined that a layoff of employees shall occur, the City agrees to supply current city seniority lists and job classifications series seniority lists to the Association for the jobs being affected.

#### 27.9 COMPUTING SENIORITY; TIES

When job classification seniority is equal among employees in the same job classification, ranking of those employees shall be determined by city seniority. When job classification seniority and city seniority are equal, ranking of those employees shall be determined by drawing lots.

#### 27.10 RECALL

- a. The name of an employee who has been laid off shall be placed on the re-employment list and shall be recalled in the inverse order in which the employee was laid off. Persons on such a list will be offered appointment to an opening in the job classification or equated job classification or any vacancy for which the employee is qualified and no new employee will be hired until all qualified employees on layoff status desiring to return to work shall have been offered the position. The employee must provide the employer with any address change while waiting for recall.
- b. Notice of recall will be made in writing by certified mail to employee's address of record.
- c. An employee who is sent notice of recall must respond within ten (10) working days of the receipt of the notice of certification for recall.
- d. An employee recalled to his former or equated job classification must report for re-employment on the date established by the Department Director or be considered to have abandoned his recall rights so long as said date is beyond ten (10) working days from the date of receipt of the

recall notice.

- e. An employee recalled to a job classification with a lower salary rate than his previous job classification may refuse such position and remain eligible for recall. In the event that an employee accepts such a position, the employee's name will be removed from the re-employment list.
- f. An employee on layoff earns no additional sick leave or annual leave. When an employee is recalled from layoff and re-employed, he is considered to have continuous service credit for computation of future earned annual leave. Sick leave will be reinstated in an amount equal to that as of the date of the employee's layoff.
- g. Employees on a re-employment list shall retain eligibility for recall for a period of two (2) years from the date their name was placed on the list.
- h. Upon returning to his original job classification, an employee shall retain his earned time for merit increase if rehired within one (1) year.

## ARTICLE 28 PAY AND EXPENSES FOR EDUCATION, TRAINING AND LICENSING

### 28.1 PAY AND EXPENSES FOR RELATED TRAINING

The City shall pay the full cost of tuition, books, and other reasonable expenses incurred by an employee in connection with any course, workshop, seminar, conference or in-service training session an employee takes at the request of the City and which is related to the employee's professional responsibilities. The employee shall be compensated in accordance with the Fair Labor Standards Act (FLSA). Meals, lodging and transportation shall be reimbursed as provided in Article 21.

### 28.2 EDUCATION INCENTIVE

Effective July 1, 1999, an employee who has an Associate's Degree shall

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1 receive an annual payment of \$250, and an employee who has a Bachelor's  
2 Degree shall receive an annual payment of \$500, payable on the first pay period  
3 following July 1, if the following conditions are met:

- 4 1. The degree directly relates to the employee's job field; and
- 5 2. The degree was earned at a fully accredited college, community college,  
6 university or other institution acceptable to the City; and
- 7 3. The degree has been awarded; and
- 8 4. The employee provides a certified copy of his or her college transcript to the  
9 City; and
- 10 5. The employee has completed his or her probationary period; and
- 11 6. The degree is not required by the employee's job description and is not a  
12 minimum qualification for the employee's job.

13 The Department Director shall determine whether the above criteria are met, but  
14 education compensation shall not be unreasonably denied.

15 **28.3 COST OF REQUIRED LICENSES**

16 The City shall reimburse an employee who must obtain a license/certification to  
17 advance through their job-classification series or who must obtain a renewal or  
18 re-certification to maintain their current job for the license or certification or the  
19 renewal or re-certification fee. Job classification series is defined as the normal  
20 line of progression from trainee, entry or prepatory levels within a job specialty.

21

22 **ARTICLE 29 INVOLUNTARY DEMOTION**

23

24 **29.1 INVOLUNTARY DEMOTION**

25 When an employee is involuntarily reduced to a lower job classification, the  
26 salary of the  
27 employee shall be determined as provided in the Carson City Rules and

1 Regulations, but in no case shall the employee suffer a reduction in salary unless  
2 the demotion was for just cause in accordance with Article 26, Section 26.4.

3  
4 ARTICLE 30 VACANCIES

5  
6 30.1 MINIMUM REQUIREMENTS

7 All vacancies and/or promotional vacancies shall be filled by candidates who are  
8 highly qualified for the position and meet the minimum requirements of the  
9 position, as established by the employer.

10 30.2 NOTICE

11 Notice of all vacancies and/or promotional vacancies within the City shall be  
12 given to all employees of the City for a period of not less than fifteen (15)  
13 calendar days prior to the last date for application or the date scheduled for  
14 testing, whichever is earlier.

15  
16 ARTICLE 31 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

17  
18 31.1 OCCUPATIONAL SAFETY AND HEALTH PROGRAMS

19 The City will comply with federal and Nevada state laws as they pertain to  
20 OSHA.

21  
22 ARTICLE 32 CONTINUITY OF SERVICES

23  
24 32.1 STRIKE/LOCKOUT PROHIBITION

25 The City and Association recognize the desirability of continuous and  
26 uninterrupted operation of city services during the normal year and of the  
27 avoidance of disputes which threaten to interfere with such operations.

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Therefore, the parties agree that there shall be no strike by the Association, or  
lockout by the City over a bargaining dispute during the duration of this  
Agreement.

32.2 SUCCESSOR CLAUSE

In the event the City determines to transfer part or all of its operations to another  
entity, whether such entity be a public agency or a private entity, the City agrees  
to notify the Association of such determination not less than 90 days prior to the  
proposed effective date of the transfer. The City further agrees to meet with the  
Association during that 90-day period to negotiate with the Association regarding  
the effects such transfer of operations will or may have on those employees  
affected by such transfer of operations.

ARTICLE 33 EFFECT OF AGREEMENT

33.1 CITY POLICY

This Agreement constitutes City policy, and the City shall carry out the  
commitments contained herein, and give them full force and effect as City policy.

33.2 CHANGES IN AGREEMENT

For the term of this Agreement, no change shall be made in any provision of this  
Agreement or in any other working condition that is a mandatory subject of  
bargaining, unless by mutual consent of the parties hereto. In the event either  
party desires to amend this Agreement, such party shall give written notice to the  
other expressly stating what the proposed amendment shall be. The parties shall  
meet within two weeks of such notice and negotiate over the proposed  
amendment. If no agreement is reached concerning the proposed amendment,  
no change to the existing agreement shall occur.

33.3 SAVINGS CLAUSE

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1 If any provision of this Agreement or any application thereof to any employee is  
2 finally held to be contrary to the law, then such provision or application shall be  
3 deemed invalid, to the extent required by such decision, but all other provisions  
4 or applications shall continue in full force and effect. If such provisions exist,  
5 which are so held, at the request of either party, negotiations shall immediately  
6 commence in order to alter said section(s) to provide the benefits(s) according to  
7 the intent of the parties.

8 33.4 The City shall have the right to reopen this Agreement for negotiation of  
9 economic items in the event the revenues to the City's General Fund for the  
10 previous fiscal year, verified by the City's annual audit, decreased by 5% or if the  
11 unreserved ending fund balance in the City's General Fund has been budgeted  
12 for less than 4% of the actual expenditures from the General Fund for the  
13 previous fiscal year pursuant to NAC 354.650(1), and the City has fully complied  
14 with the provisions of NAC 354.650(1). The parties agree the above procedures  
15 shall constitute compliance with NRS 288.150(2)(w).

16 33.5 DUPLICATION AND DISTRIBUTION

17 Copies of this Agreement shall be printed at the expense of the City within 30  
18 days after the Agreement is signed. Copies shall be available to employees  
19 upon request at the Human Resources Department.  
20  
21

22 ARTICLE 34 DURATION OF AGREEMENT  
23

24 34.1 EFFECTIVE PERIOD

25 Except as otherwise provided herein, this Agreement shall be effective as of July  
26 1, 2013, and shall continue in full force and effect until June 30, 2015.

27 34.2 RENEWAL AND REOPENING OF AGREEMENT

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1 This Agreement will automatically be renewed and will continue in force and  
2 effect for additional periods of one year unless either party gives notice to the  
3 other party, in accordance with NRS Chapter 288, of its desire to reopen certain  
4 provisions of this Agreement and/or add provisions to this Agreement, and to  
5 negotiate over the terms of such provision. In the event a successor agreement  
6 is not agreed upon before the termination date of this Agreement, all provisions  
7 of this Agreement shall remain in full force and effect until an agreement is  
8 reached. All salaries, benefits, and working conditions agreed upon in the  
9 successor agreement will be retroactive to the termination date of this  
10 Agreement.

11  
12 IN WITNESS WHEREOF, the City and the Association have caused these  
13 presents to be duly executed by their authorized representatives on the  
14 21<sup>st</sup> day of November, 2013.

15  
16 CARSON CITY

CARSON CITY EMPLOYEES ASSOCIATION

17 By [Signature]  
18 Robert L. Crowell, Mayor

By [Signature]  
Cindy Gower, President

19  
20 ATTEST:

21 [Signature]  
22 for: Kathleen King, Deputy  
Alan Glover, Clerk/Recorder

Sheet1

Position Number	Position Title	Grade
1	ACCOUNTANT 1	30
2	ACCOUNTANT 2	34
3	ACCOUNTANT 3	36
4	ACCOUNTANT 4	38
8	ACCOUNTING COORDINATOR	26
10	ACCOUNTING TECHNICIAN	28
11	ACCOUNTING TECHNICIAN 1	24
12	ACCOUNTING TECHNICIAN 2	26
13	ACCOUNTING TECHNICIAN 3	28
668	ALTERNATIVE SENTENCING TECH	28
29	ANIMAL REGULATION CARETAKER	13
30	ANIMAL REGULATION OFFICER	24
32	ANIMAL REGULATION TECHNICIAN	18
28	ANIMAL SERVICES & REG MANAGER	28
766	ANIMAL SRVS VOLUNTEER COOR	20
37	ASSISTANT ENGINEER	34
40	ASSISTANT PLANNER	32
761	ASSISTANT PROJECT MANAGER	39
43	ASSOCIATE ENGINEER	38
44	ASSOCIATE PLANNER	36
820	BILLING SPECIALIST	24
53	BUILDING INSPECTOR 1	27
55	BUILDING INSPECTOR 2	31
56	BUILDING INSPECTOR 3	33
57	BUILDING INSPECTOR 4	37
58	BUILDING MAINTENANCE WORKER 1	18
59	BUILDING MAINTENANCE WORKER 2	22
64	BUSINESS LICENSE CLERK	22
68	CAD DRAFTSMAN/GIS	28
79	CEMENT MASON	24

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718	CEMETERY MAINTENANCE WORKER	22
91	CHIEF DEPUTY ASSESSOR	36
100	CHIEF PROPERTY APPRAISER	36
115	CIVIL ENGINEERING DESIGNER 1	35
116	CIVIL ENGINEERING DESIGNER 2	39
120	COLLECTIONS COORDINATOR	24
683	COMMUNITY EDUCATION COORDINATOR	35
130	COMPLIANCE OFFICER	20
142	COOK SUPERVISOR	26
139	COOK 1	14
140	COOK 2	18
141	COOK 3	22
666	COURT INTERPRETER	28
153	DEBT RECOVERY DEPUTY	34
154	DEBT RECOVERY TECHNICIAN	26
161	DEPUTY CORONER	29
801	DOCUMENT CONTROL SPECIALIST	33
747	DUI CASE MANAGER	28
647	ELECTRICAL/SIGNAL SUPERVISOR	40
197	ELECTRICAL/SIGNAL TECH. 1	28
198	ELECTRICAL/SIGNAL TECH. 2	32
199	ELECTRICAL/SIGNAL TECH. 3	36
773	ENFORCE/ANIMAL SRVS OFFICER 1	24
776	ENFORCE/ANIMAL SRVS OFFICER 2	26
775	ENFORCE/ANIMAL SRVS SUPERVISOR	28
204	ENGINEERING TECHNICIAN 1	24
205	ENGINEERING TECHNICIAN 2	28
208	ENVIRONMENTAL CONTROL OFF. 1	24
209	ENVIRONMENTAL CONTROL OFF. 2	28
210	ENVIRONMENTAL CONTROL OFF. 3	32
753	ENVIRONMENTAL CONTROL SUPERVISOR	40

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212	ENVIRONMENTAL HEALTH SPEC. 1	37
213	ENVIRONMENTAL HEALTH SPEC. 2	41
214	ENVIRONMENTAL HEALTH SPEC. 3	44
222	EVIDENCE CUSTODIAN	23
224	FABRICATOR/MECHANIC	32
764	FISCAL GRANT ANALYST	41
239	FLEET SERVICES SUPERVISOR	36
242	FORENSIC TECHNICIAN 1 - CCEA	23
243	FORENSIC TECHNICIAN 2 - CCEA	27
251	GIS SYSTEMS ANALYST 1	28
252	GIS SYSTEMS ANALYST 2	34
50	GIS SYSTEMS ANALYST 3	38
769	GRANTS PROGRAM COORDINATOR	41
260	HEAD LIFEGUARD	12
702	HEALTH COMM ADMINISTRATOR	30
697	HELP DESK TECHNICIAN	24
741	HELP DESK TECHNICIAN 2	26
20	HHS ADMINISTRATIVE ASSISTANT	24
679	HIV SERVICES COORDINATOR	28
703	HIV/CHRONIC DISEASE PREV MGR	25
272	HUMAN RESOURCES COORDINATOR	24
704	HUMAN RESOURCES TECHNICIAN 2	24
675	HUMAN SERVICES CASE MANAGER	28
279	INMATE WELFARE COORDINATOR	22
698	JUDICIAL CLERK 1	22
652	JUDICIAL CLERK 2	28
669	JUDICIAL CLERK 3	31
188	JUDICIAL CLERK 4	32
729	JUVENILE COOK 3	24
705	JUVENILE COURT CLERK	30
304	JUVENILE JUDICIAL ASSISTANT	30

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307	JUVENILE S.A. TRAINING COORD.	26
727	JUVENILE SECRETARY 1	25
728	JUVENILE SECRETARY 2	29
723	JUVENILE SERVICES TECHNICIAN	32
311	LAB TECHNICIAN 1	24
312	LAB TECHNICIAN 2	28
85	LABORATORY SUPERVISOR	38
706	LABORATORY TECHNICIAN SENIOR	32
512	LANDFILL GATE ATTENDANT SENIOR	22
313	LANDFILL GATE ATTENDANT 1	14
314	LANDFILL GATE ATTENDANT 2	18
513	LANDFILL SUPERVISOR	32
317	LANDFILL WORKER 1	14
318	LANDFILL WORKER 2	22
319	LANDFILL WORKER 3	26
323	LEAD BUILDING MAINT WORKER	28
440	LEAD SUPPORT SPECIALIST	28
324	LEGAL SECRETARY 1	20
326	LEGAL SECRETARY 2	24
325	LEGAL SECRETARY 3	26
327	LIB SYS & ACCESS SERVICE SPEC.	26
328	LIBRARIAN	28
333	LIBRARY ASSISTANT 1	12
334	LIBRARY ASSISTANT 2	16
335	LIBRARY ASSISTANT 3	22
336	LIBRARY ASSISTANT 4	26
338	LIBRARY MAINT/SHIPPING CLERK 1	16
339	LIBRARY MAINT/SHIPPING CLERK 2	22
344	MANAGEMENT ASSISTANT 1	20
346	MANAGEMENT ASSISTANT 2	24
347	MANAGEMENT ASSISTANT 3	26

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348	MANAGEMENT ASSISTANT 4	28
349	MANAGEMENT ASSISTANT 5	30
350	MANAGEMENT ASSISTANT 6	32
351	MANAGER OF RECORDS/INFORMATION	26
357	MECHANIC 1	24
358	MECHANIC 2	28
359	MECHANIC 3	32
378	NATURAL RESOURCE SPECIALIST	32
707	OFFICE ASSISTANT	16
690	OFFICE SUPERVISOR	32
708	OFFICE SUPPORT CLERK	12
374	OFFICE SUPPORT TECHNICIAN 1	14
373	OFFICE SUPPORT TECHNICIAN 2	18
377	OFFICE SUPPORT TECHNICIAN 3	22
383	P.S. COMMUNICATION OPERATOR	28
384	P.S. COMMUNICATION SUPERVISOR	32
391	PARK MAINTENANCE WORKER 1	18
392	PARK MAINTENANCE WORKER 2	22
393	PARK MAINTENANCE WORKER 3	24
394	PARK OPERATIONS COORDINATOR	30
396	PARK RANGER	24
399	PARKING OFFICER TECHNICIAN	24
82	PARKS & CEMETERY COORDINATOR	32
633	PARKS OPERATIONS COORDINATOR	30
790	PATIENT CARE TECHNICIAN	8
802	PATIENT CARE TECHNICIAN-LEAD	10
401	PAYROLL ADMINISTRATOR	32
407	PERMIT TECHNICIAN 1	20
408	PERMIT TECHNICIAN 2	24
409	PERMIT TECHNICIAN 3	26
413	PLANNING TECHNICIAN 1	20

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414	PLANNING TECHNICIAN 2	24
415	PLANS EXAMINER 1	31
416	PLANS EXAMINER 2	35
417	PLANS EXAMINER 3	37
418	PLANS EXAMINER 4	41
429	PROPERTY APPRAISER TECH 1	18
430	PROPERTY APPRAISER TECH 2	22
427	PROPERTY APPRAISER 1	26
428	PROPERTY APPRAISER 2	30
804	PUBLIC HEALTH INVESTIGATOR	28
434	PUBLIC HEALTH NURSE	44
777	PUBLIC HEALTH PLANNER/MRC COOR	36
781	PUBLIC HEALTH PROG SPECIALIST	30
709	PUBLIC WORKS CONST INSP SENIOR	37
526	PUBLIC WORKS CONST INSPCTR SR	37
441	PUBLIC WORKS CONSTRUCTION INSP	33
446	PUMP STATION OPERATOR 1	22
447	PUMP STATION OPERATOR 2	23
641	PURCHASING & CONTRACTS COORDIN	36
809	PW COMMUNICATION TECH 3	36
759	PW SYSTEMS TECHNICIAN	32
460	RECREATION COORDINATOR 1	23
650	RECREATION COORDINATOR 2	26
462	RECREATION COORDINATOR 3	30
463	RECREATION COORDINATOR-THEATRE	19
467	RECREATION SPECIALIST-POOL/CC	28
468	RECREATION SUPERVISOR YOUTH/SP	30
474	REPROGRAPHIC/EQUIPMENT OPTR.	28
475	RESERVATION COORDINATOR 1	12
476	RESERVATION COORDINATOR 2	16
477	RESERVATION COORDINATOR 3	20

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710	SENIOR BUSINESS LICENSE CLERK	28
496	SENIOR COMPLIANCE OFFICER	30
244	SENIOR CRIMINALIST	38
499	SENIOR DEPUTY CORONER	31
505	SENIOR ENGINEERING TECH	32
655	SENIOR JUDICIAL CLERK	40
520	SENIOR PERMIT TECHNICIAN	30
537	SERVICE MECHANIC 1	22
538	SERVICE MECHANIC 2	26
559	SEWER MAINTENANCE SUPERVISOR	40
546	SHERIFF FIELD SPECIALIST	24
548	SHERIFF SUPPORT SPECIALIST	24
535	SHIFT SUPERVISOR	36
551	SKILLED TRADES TECH 1	26
552	SKILLED TRADES TECH 2	30
555	SPORTS FIELD COORDINATOR	30
556	STORM/SEWER TECHNICIAN SENIOR	30
542	STORM/SEWER TECHNICIAN 1	18
543	STORM/SEWER TECHNICIAN 2	22
712	STORM/SEWER TECHNICIAN 3	24
549	STREET SIGN TECHNICIAN	26
560	STREET SUPERVISOR	36
34	STREET TECHNICIAN SENIOR	26
561	STREET TECHNICIAN 1	18
562	STREET TECHNICIAN 2	22
219	STREET TECHNICIAN 3	24
564	STREET TECHNICIAN SENIOR	26
639	TRANSIT COORDINATOR	38
580	TRANSPORTATION PLANNER	42
587	UTILITIES AND COLLECTIONS CLERK	21
816	VICTIM WITNESS PROG ADMIN	26

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594	VICTIM/WITNESS COORDINATOR	26
592	WAREHOUSE SUPPLY COORDINATOR	30
600	WASTEWATER PLANT MECHANIC SUP	40
597	WASTEWATER PLANT MECHANIC 1	24
598	WASTEWATER PLANT MECHANIC 2	28
599	WASTEWATER PLANT MECHANIC 3	32
419	WASTEWATER PLANT OP SUPERVISOR	40
601	WASTEWATER PLANT OPERATOR 1	24
602	WASTEWATER PLANT OPERATOR 2	28
603	WASTEWATER PLANT OPERATOR 3	32
604	WASTEWATER PLANT OPERATOR 4	36
615	WATER DISTRIBUTION SUPERVISOR	40
360	WATER METER TECHNICIAN SUPERVI	34
149	WATER METER TECHNICIAN 1	18
150	WATER METER TECHNICIAN 2	22
151	WATER METER TECHNICIAN 3	24
609	WATER PRODUCTION OPR 1	24
610	WATER PRODUCTION OPR 2	28
611	WATER PRODUCTION OPR 3	32
612	WATER PRODUCTION OPR 4	36
608	WATER PRODUCTION SUPERVISOR	42
534	WATER TECHNICIAN SENIOR	30
616	WATER TECHNICIAN 1	18
617	WATER TECHNICIAN 2	22
713	WATER TECHNICIAN 3	24
681	WIC PROGRAM SPECIALIST	24
735	WORKFORCE CASE MANAGER	25
732	WORKFORCE SPECIALIST	24
622	YOUTH ADVISOR 1	30
623	YOUTH ADVISOR 2	34

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1 TABLE OF CONTENTS

2  
3 The following are incorporated into this agreement:

4 Schedule A Fiscal Year 13-14 Salary Schedule

5 Schedule B Fiscal Year 14-15 Salary Schedule

6 Attachment 1 Bargaining Unit Position Titles by Salary Grade Level

7 Attachment 2 CCEA Bumping Flow Chart

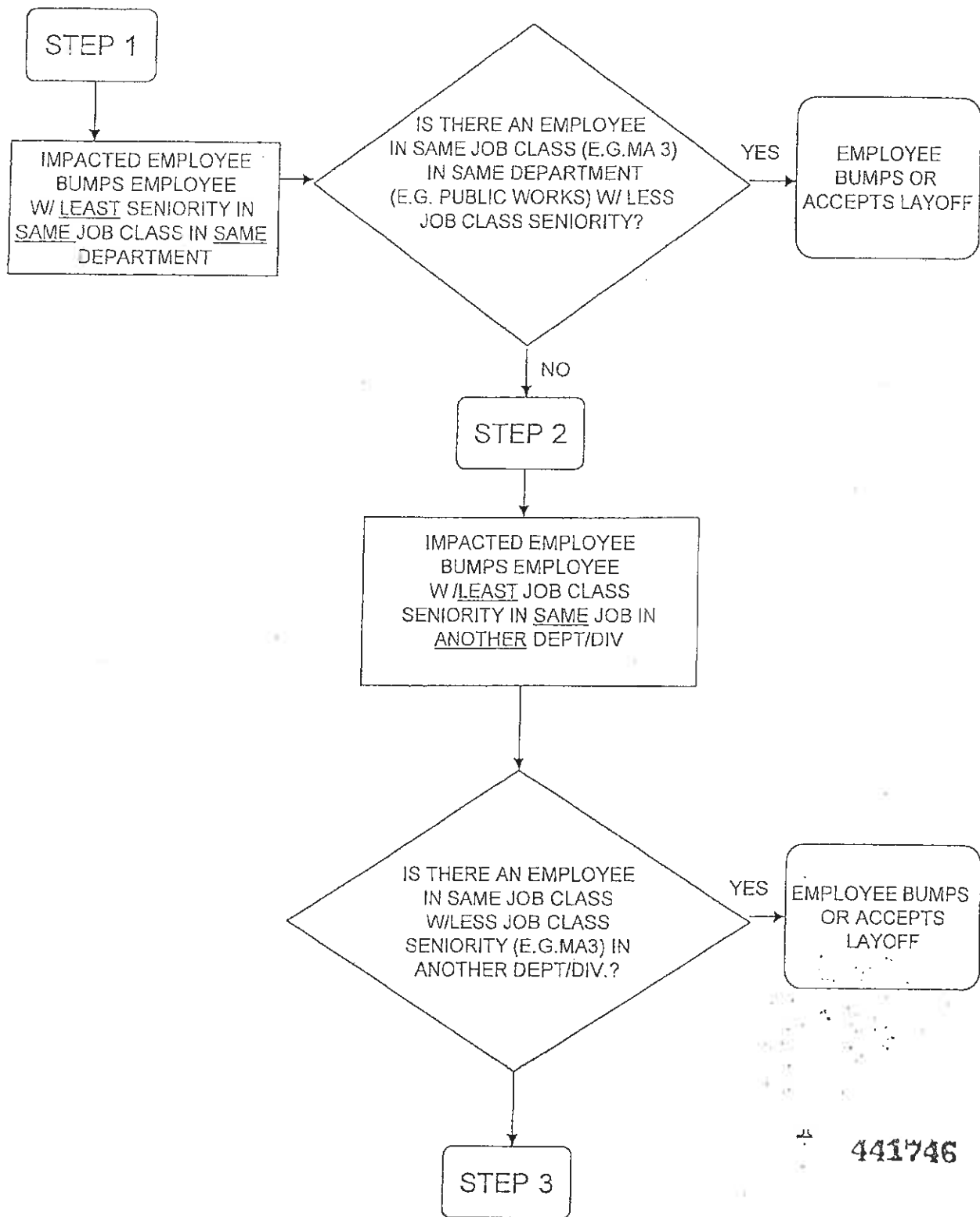
8 Addendum between CCEA and the First Judicial District Court and the Justice  
9 and Municipal Courts

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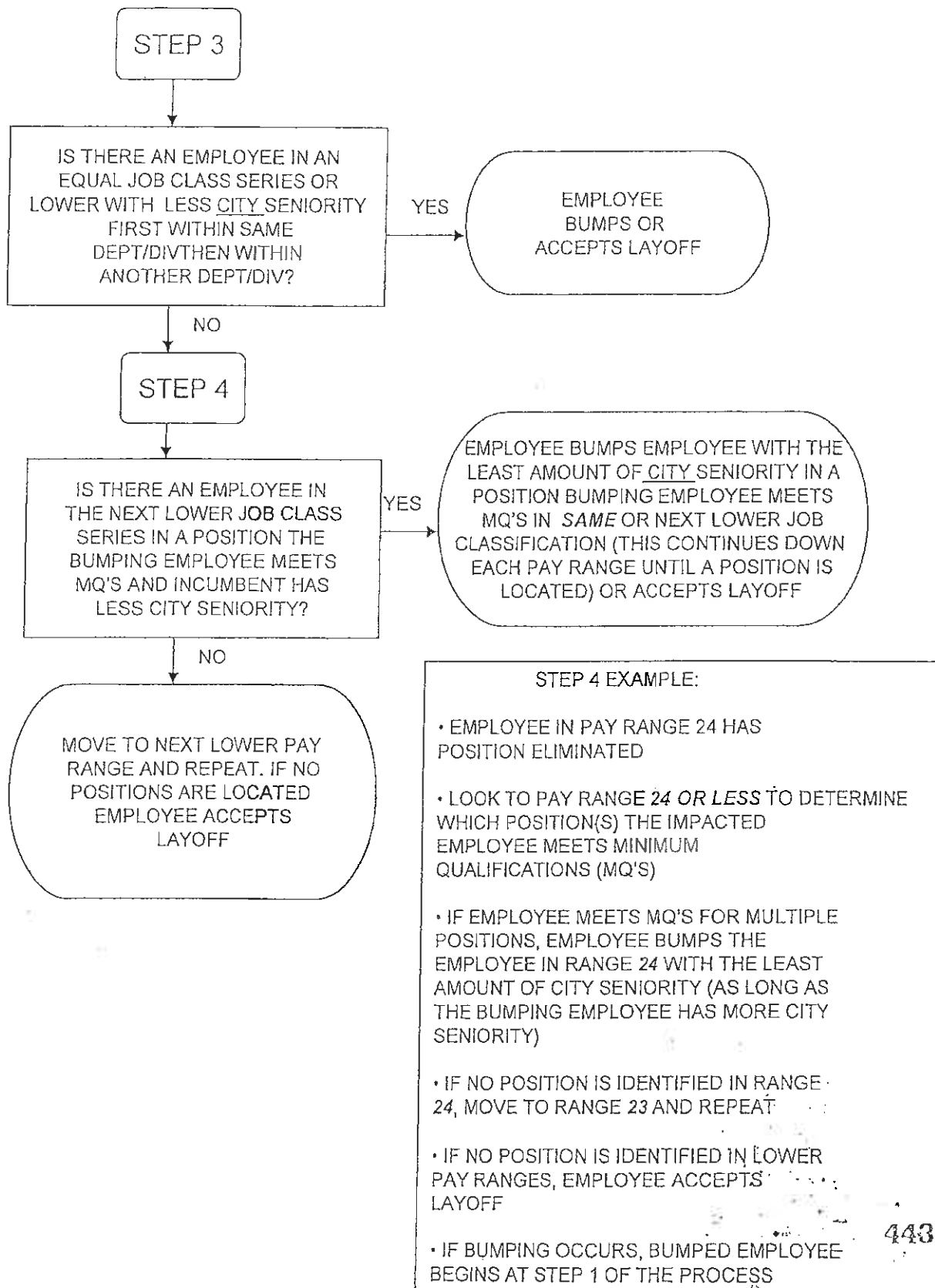
# CCEA BUMPING FLOW CHART



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# CCEA BUMPING FLOWCHART



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27

ADDENDUM

This Addendum is executed this 21<sup>st</sup> day of Nov., 2013, by and between Carson City, Carson City Employees Association and the First Judicial District Court and Carson City Justice and Municipal Courts, hereinafter referred to as "Courts"; and is an addendum to the Collective Bargaining Agreement between Carson City and the Carson City Employees Association, ("CCEA"), entered into on July 1, 2013, hereinafter referred to as "Agreement."

WHEREAS, the parties duly acknowledge that the Courts are a separate branch of government from Carson City; and that, at this time, the parties agree their non-exempt employees are subject to the collective bargaining agreement executed by and between Carson City and the Carson City Employees Association, as set forth in the terms of this Addendum to the collective bargaining agreement; and

WHEREAS, there are certain non-exempt employees employed by the City and who work in the Courts and Juvenile Court and Juvenile Probation/Detention, which are duly set forth in Attachment 1.

WHEREAS, the parties hereto are in agreement that certain rights set forth in the Agreement shall be afforded to the non-exempt employees set forth in Attachment 1, to include the right to be a member of Carson City Employees Association, and that it is the intent of the Addendum to specifically set forth what rights under the Agreement that will be granted to the non-exempt employees at this time,

WHEREAS, the Courts, except as agreed to hereby, are not subject to the Agreement or any collective bargaining agreement pursuant to NRS chapter 288 of the jurisdiction of the Local Government Employee-Management City Charter and civil service rules governing City employees. By executing this Addendum and any agreement, the Courts continue to recognize the separation of powers doctrine and do not waive their rights to take actions inherent or incidental to the Courts' roles, including exercising control

1 over their personnel by making hiring, supervising and discipline related decisions with  
2 respect to these non-exempt employees who perform vital and essential court functions.  
3 The Courts in Carson City, in executing this Addendum, bestow no rights except as  
4 expressly recognized hereby for the term of this Agreement as interpreted and enforceable  
5 under general common law contract principles not including those applicable to collective  
6 bargaining agreements generally and NRS chapter 288 specifically.

7 THEREFORE, it is hereby agreed by and between Carson City, the Carson City  
8 Employees Association, and the Courts, that the provisions of the Agreement shall be  
9 granted to the Courts' non-exempt employees at this time, except as altered or amended  
10 below:

11 ARTICLE 4 - MANAGEMENT RIGHTS

12 To the extent that this provision is applicable to the Courts in regard to non-exempt  
13 employees, the parties expressly agree that the Courts retain all management rights in  
14 respect to these employees provided that the non-exempt employees shall be subject to  
15 the rules, policies, and procedures developed by Carson City to the extent that such rules,  
16 policies, and procedures do not conflict with the management rights retained by the Courts  
17 pursuant to this paragraph. However, the Courts will not implement any changes contrary  
18 to the terms of the Agreement in respect to grievances, personnel issues or general  
19 working conditions without prior written notice to its non-exempt employees, Carson City  
20 and CCEA.

21 ARTICLE 9 - OVERTIME (9.4)

22 The Courts' non-exempt employees shall be assigned to work overtime to meet the  
23 workload of the Courts. Overtime assignment will be at the discretion of management with  
24 consideration of the non-exempt employees' cooperation and availability.

25 ARTICLE 14 - COMPENSATION

26 The Courts' non-exempt employees shall be entitled to the same negotiated base  
27

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1 salary increase, merit increases, standby premium pay, shift differential, call-back pay, and  
2 court time approved for other Carson City employees, pursuant to the terms of the  
3 Agreement.

4

5

#### ARTICLE 26 - DISCIPLINARY ACTIONS

6 This provision shall apply to the Courts' non-exempt employees. The District Court  
7 Judges recognize NRS 62G.060 as it relates to the demotion and discharge for non-  
8 exempt employees assigned to the Juvenile Probation/Detention facilities who are under  
9 the supervision of the District Court Judges. The District Court Judges and/or their  
10 designee agree to work with the Carson City Human Resources Department and CCEA as  
11 deemed appropriate to comply with NRS 62G.060.

12

#### ARTICLE 27 - LAYOFF POLICY AND PROCEDURE

13 This provision shall apply only to the Courts' non-exempt employees as it relates to  
14 the Courts and not to any other employees of Carson City, such that the Courts have the  
15 exclusive right to determine if there will be layoffs, the reduction in staff levels (if any),  
16 vacancies and any bumping rights. In respect to bumping rights, it is expressly understood  
17 that based on the nature of the jobs at the Courts, the Courts reserve the right to disallow  
18 bumping rights even within the Courts. No non-court employee shall have any bumping  
19 rights as to employment with the Courts of any nature or kind. No employee of the  
20 Courts' shall have any bumping rights as to employment by Carson City in a non-court  
21 position of any nature or kind.

22 The balance of the Articles of the Agreement shall be honored by the Courts as  
23 they pertain to the Courts' non-exempt employees.

24 This Addendum shall have the same term as the Agreement, except that it may be  
25 terminated by any party without cause by giving the other parties thirty (30) calendar days  
26 written notice of the intent to terminate and specifying the date upon which the termination

27

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1 will be effective.

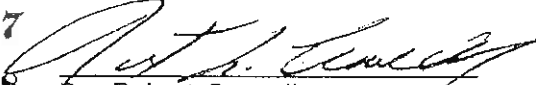
2 WE, the undersigned, as authorized representatives of the Courts and City, do  
3 hereby approve this Addendum.

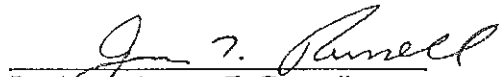
4 DATED this 21<sup>st</sup> day of Nov., 2013.

5

6 CARSON CITY

FIRST JUDICIAL DISTRICT COURT

7   
8 By: Robert Crowell

  
By: Hon. James T. Russell

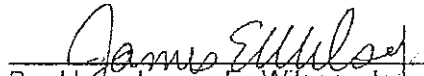
9

10

11 JUSTICE AND MUNICIPAL COURT

FIRST JUDICIAL DISTRICT COURT

12   
13 By: Hon. John Tatro

  
By: Hon. James E. Wilson, Jr.


14

15

16 JUSTICE AND MUNICIPAL COURT

CARSON CITY EMPLOYEES  
ASSOCIATION

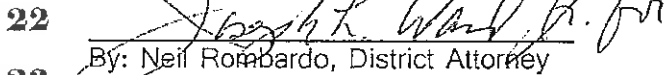
17   
18 By: Hon. Thomas R. Armstrong

  
By: Cindy Gower, President

19

20

21 APPROVED AS TO LEGAL FORM

22   
23 By: Neil Lombardo, District Attorney

24

25

26

27

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## Attachment 1 to the Addendum

Titles	Grade
Judicial Clerk 1	22
Judicial Clerk 2	28
Judicial Clerk 3	31
Senior Judicial Clerk	40
Court Interpreter	28
Bailiff	33
Judicial Clerk 4	32
Juvenile Court Clerk	30
Juvenile Judicial Assistant	30
Legal Secretary 1	20
Legal Secretary 2	24
Legal Secretary 3	26
Cook 1	14
Cook 2	18
Cook 3	22
Shift Supervisor	33
Youth Advisor 1	25
Youth Advisor 2	30
Juvenile Probation Officer 1	32
Juvenile Probation Officer 2	35
Management Assistant 1	20
Management Assistant 2	24
Management Assistant 3	26
Management Assistant 4	28
Management Assistant 5	30
Management Assistant 6	32
Office Support Technician	16
Debt Recovery Technician	26

441746

443001

FY2013-2014  
EFFECTIVE 01/01/2014  
COLA OF 1%

EMPLOYEE/EMPLOYER				EMPLOYER PAID				
MINIMUM HOURLY	MAXIMUM HOURLY	APPROX MINIMUM ANNUAL	APPROX MINIMUM ANNUAL	MINIMUM HOURLY	MAXIMUM HOURLY	APPROX MINIMUM ANNUAL	APPROX MINIMUM ANNUAL	
3	10.5080	14.8482	21,856.72	30,884.28	9.2057	13.0080	19,147.95	27,056.62
4	10.7711	15.2191	22,403.98	31,655.69	9.4360	13.3330	19,626.93	27,732.66
5	11.0406	15.5998	22,964.48	32,447.49	9.6721	13.6667	20,117.89	28,426.77
6	11.3165	15.9898	23,538.41	33,258.82	9.9140	14.0080	20,621.03	29,136.63
7	11.5992	16.3895	24,126.43	34,090.10	10.1618	14.3583	21,136.57	29,865.18
8	11.8894	16.7992	24,729.99	34,942.40	10.4158	14.7174	21,664.92	30,612.23
9	12.1867	17.2195	25,348.25	35,816.54	10.6762	15.0852	22,206.51	31,377.13
10	12.4910	17.6501	25,981.22	36,712.11	10.9431	15.4624	22,761.75	32,161.78
11	12.8036	18.0911	26,631.42	37,629.53	11.2167	15.8490	23,330.64	32,965.96
12	13.1236	18.5431	27,297.16	38,569.64	11.4970	16.2450	23,913.83	33,789.69
13	13.4516	19.0072	27,979.29	39,534.96	11.7847	16.6514	24,512.13	34,634.84
14	13.7880	19.4817	28,679.07	40,521.91	12.0791	17.0674	25,124.52	35,500.16
15	14.1329	19.9693	29,396.49	41,536.18	12.3811	17.4944	25,752.66	36,388.38
16	14.4857	20.4683	30,130.30	42,573.97	12.6908	17.9315	26,396.76	37,297.60
17	14.8482	20.9799	30,884.28	43,638.24	13.0080	18.3797	27,056.62	38,229.73
18	15.2191	21.5042	31,655.69	44,728.76	13.3330	18.8392	27,732.66	39,185.59
19	15.5998	22.0419	32,447.49	45,847.23	13.6667	19.3104	28,426.77	40,165.62
20	15.9898	22.5928	33,258.82	46,993.01	14.0080	19.7928	29,136.63	41,168.96
21	16.3895	23.1577	34,090.10	48,167.98	14.3583	20.2877	29,865.18	42,198.35
22	16.7992	23.7368	34,942.40	49,372.58	14.7174	20.7953	30,612.23	43,254.21
23	17.2195	24.3305	35,816.54	50,607.43	15.0852	21.3150	31,377.13	44,335.28
24	17.6501	24.9384	36,712.11	51,871.90	15.4624	21.8479	32,161.78	45,443.67
25	18.0911	25.5623	37,629.53	53,169.57	15.8490	22.3940	32,965.96	46,579.57
26	18.5431	26.2010	38,569.64	54,498.11	16.2450	22.9535	33,789.69	47,743.20
27	19.0072	26.8562	39,534.96	55,860.90	16.6514	23.5276	34,634.84	48,937.51
28	19.4817	27.5277	40,521.91	57,257.51	17.0674	24.1158	35,500.16	50,160.80
29	19.9693	28.2156	41,536.18	58,688.37	17.4944	24.7186	36,388.38	51,414.77
30	20.4683	28.9216	42,573.97	60,156.83	17.9315	25.3367	37,297.60	52,700.25
31	20.9799	29.6441	43,638.24	61,659.74	18.3797	25.9701	38,229.73	54,017.87
32	21.5042	30.3851	44,728.76	63,201.10	18.8392	26.6194	39,185.59	55,368.26
33	22.0419	31.1446	45,847.23	64,780.69	19.3104	27.2850	40,165.62	56,752.90
34	22.5928	31.9237	46,993.01	66,401.25	19.7928	27.9669	41,168.96	58,171.15
35	23.1577	32.7214	48,167.98	68,060.46	20.2877	28.6663	42,198.35	59,625.96
36	23.7368	33.5396	49,372.58	69,762.32	20.7953	29.3828	43,254.21	61,116.26
37	24.3305	34.3782	50,607.43	71,506.61	21.3150	30.1175	44,335.28	62,644.39
38	24.9384	35.2374	51,871.90	73,293.76	21.8479	30.8705	45,443.67	64,210.74
39	25.5623	36.1184	53,169.57	75,126.29	22.3940	31.6420	46,579.57	65,815.33
40	26.2010	37.0214	54,498.11	77,004.61	22.9535	32.4332	47,743.20	67,461.10
41	26.8562	37.9473	55,860.90	78,930.42	23.5276	33.2439	48,937.51	69,147.41
42	27.5277	38.8957	57,257.51	80,903.07	24.1158	34.0752	50,160.80	70,876.37
43	28.2156	39.8680	58,688.37	82,925.51	24.7186	34.9275	51,414.77	72,649.24
44	28.9216	40.8651	60,156.83	84,999.42	25.3367	35.8003	52,700.25	74,464.54

443001

FY2014-2015  
EFFECTIVE 07/01/2014  
COLA OF 2%

EMPLOYEE/EMPLOYER				EMPLOYER PAID				
MINIMUM	MAXIMUM	APPROX	APPROX	MINIMUM	MAXIMUM	APPROX	APPROX	
HOURLY	HOURLY	MINIMUM	MINIMUM	MINIMUM	HOURLY	MINIMUM	MINIMUM	
		ANNUAL	ANNUAL			ANNUAL	ANNUAL	
3	10.7182	15.1452	22,293.86	31,501.97	9.3899	13.2682	19,530.91	27,597.76
4	10.9866	15.5235	22,852.06	32,288.81	9.6247	13.5997	20,019.47	28,287.31
5	11.2614	15.9117	23,423.76	33,096.44	9.8655	13.9400	20,520.25	28,995.30
6	11.5429	16.3096	24,009.18	33,923.99	10.1122	14.2882	21,033.45	29,719.36
7	11.8312	16.7173	24,608.96	34,771.90	10.3650	14.6454	21,559.30	30,462.49
8	12.1272	17.1352	25,224.59	35,641.24	10.6241	15.0118	22,098.22	31,224.47
9	12.4304	17.5639	25,855.22	36,532.87	10.8897	15.3869	22,650.64	32,004.67
10	12.7408	18.0031	26,500.85	37,446.35	11.1620	15.7716	23,216.98	32,805.01
11	13.0596	18.4529	27,164.05	38,382.12	11.4410	16.1660	23,797.26	33,625.28
12	13.3861	18.9140	27,843.11	39,341.03	11.7270	16.5699	24,392.10	34,465.48
13	13.7206	19.3873	28,538.88	40,325.65	12.0204	16.9844	25,002.38	35,327.54
14	14.0638	19.8713	29,252.65	41,332.35	12.3207	17.4087	25,627.01	36,210.16
15	14.4156	20.3687	29,984.42	42,366.90	12.6287	17.8443	26,267.71	37,116.14
16	14.7754	20.8776	30,732.91	43,425.45	12.9446	18.2902	26,924.70	38,043.56
17	15.1452	21.3995	31,501.97	44,511.00	13.2682	18.7473	27,597.76	38,994.32
18	15.5235	21.9343	32,288.81	45,623.34	13.5997	19.2160	28,287.31	39,969.30
19	15.9117	22.4828	33,096.44	46,764.17	13.9400	19.6966	28,995.30	40,968.93
20	16.3096	23.0446	33,923.99	47,932.87	14.2882	20.1886	29,719.36	41,992.34
21	16.7173	23.6208	34,771.90	49,131.34	14.6454	20.6934	30,462.49	43,042.32
22	17.1352	24.2116	35,641.24	50,360.03	15.0118	21.2112	31,224.47	44,119.30
23	17.5639	24.8171	36,532.87	51,619.58	15.3869	21.7413	32,004.67	45,221.99
24	18.0031	25.4372	37,446.35	52,909.34	15.7716	22.2849	32,805.01	46,352.54
25	18.4529	26.0735	38,382.12	54,232.96	16.1660	22.8419	33,625.28	47,511.16
26	18.9140	26.7250	39,341.03	55,588.08	16.5699	23.4125	34,465.48	48,698.06
27	19.3873	27.3933	40,325.65	56,978.12	16.9844	23.9982	35,327.54	49,916.26
28	19.8713	28.0782	41,332.35	58,402.66	17.4087	24.5981	36,210.16	51,164.02
29	20.3687	28.7799	42,366.90	59,862.14	17.8443	25.2130	37,116.14	52,443.06
30	20.8776	29.5000	43,425.45	61,359.96	18.2902	25.8434	38,043.56	53,754.25
31	21.3995	30.2370	44,511.00	62,892.94	18.7473	26.4895	38,994.32	55,098.23
32	21.9343	30.9928	45,623.34	64,465.12	19.2160	27.1517	39,969.30	56,475.63
33	22.4828	31.7675	46,764.17	66,076.30	19.6966	27.8307	40,968.93	57,887.96
34	23.0446	32.5621	47,932.87	67,729.27	20.1886	28.5262	41,992.34	59,334.58
35	23.6208	33.3758	49,131.34	69,421.67	20.6934	29.2397	43,042.32	60,818.48
36	24.2116	34.2104	50,360.03	71,157.56	21.2112	29.9705	44,119.30	62,338.59
37	24.8171	35.0657	51,619.58	72,936.74	21.7413	30.7198	45,221.99	63,897.27
38	25.4372	35.9421	52,909.34	74,759.64	22.2849	31.4880	46,352.54	65,494.96
39	26.0735	36.8408	54,232.96	76,628.81	22.8419	32.2748	47,511.16	67,131.64
40	26.7250	37.7619	55,588.08	78,544.71	23.4125	33.0819	48,698.06	68,810.32
41	27.3933	38.7063	56,978.12	80,509.03	23.9982	33.9088	49,916.26	70,530.36
42	28.0782	39.6736	58,402.66	82,521.13	24.5981	34.7567	51,164.02	72,293.90
43	28.7799	40.6654	59,862.14	84,584.02	25.2130	35.6261	52,443.06	74,102.22
44	29.5000	41.6824	61,359.96	86,699.41	25.8434	36.5163	53,754.25	75,953.83

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